



## SUBGRANTEE/PROJECT AGREEMENT

550 E HOSPITALITY LANE, SUITE 200  
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District, hereinafter referred to as "DISTRICT", and Redlands Unified School District, here in after referred to as "CONTRACTOR".

This contract is hereby set forth to delineate the roles and responsibilities of the DISTRICT and the CONTRACTOR in the development of the regional and annual plan implementation for the San Bernardino Community College District's AB104 California Adult Education Program (CAEP) formerly Adult Education Block Grant (AEBG) hereafter the implementation of this is referred to as the "PROGRAM" for the 2024-2025 year and,

### RECITALS

**WHEREAS**, the DISTRICT has received funding from the California Community College Chancellor's Office and the California Department of Education for the purpose of performing work for the project entitled

**WHEREAS**, the DISTRICT has been designated as the Fiscal Agent for the PROGRAM and is responsible for allocation and distribution of funds to each K-12 School District that is a member of the San Bernardino Community College District Consortium (Inland Adult Education Consortium) within the region who is participating in the program with the CONTRACTOR and,

**WHEREAS**, The DISTRICT has authorized the CONTRACTOR to enter into a subcontract for performance of its responsibilities under the PROGRAM in accordance with AB104, Section 39, Article 9;

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

**NOW THEREFORE**, in consideration of the promise contained in the subcontract and the parties agree as follows:

### AGREEMENT

#### 1. PROJECT WORKPLAN

**SEE ATTACHMENT B**

**2. TERM**

CONTRACTOR will commence work under this agreement on July 1, 2024, and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than June 30, 2025. CONTRACTOR shall not commence work until the DISTRICT'S Board has approved the Agreement. This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

**3. COMPENSATION-Audit**

In consideration for the services provided by CONTRACTOR, DISTRICT shall pay the CONTRACTOR within 60 days after receipt of approved invoice by accounts payable in accordance with the following:

- a. Contractor shall be paid per rate schedule (see **ATTACHMENT A** for rate)
- b. Payment: Total payment to subcontractor will not exceed \*\*\*\$1,128,512.00\*\*\* over the term of this agreement. Payment is contingent upon satisfactory performance as evidenced by CAEP reports.

**4. AUDIT**

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

**5. TRAVEL**

If travel is necessary for the performance of the subcontract, the subcontractors travel and other expenses are the obligation of the subcontractor.

**6. DELIVERABLES**

Subcontract will work directly with the project staff to ensure project goals will fulfill expected outcomes identified in **ATTACHMENT B**.

**7. RELATIONSHIP OF PARTIES**

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of

CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines. The CONTRACTOR reserves the right to make the final determination as to the correct relationship of the parties.

The responsibilities of legal oversight of activities on all member districts funded by and conducted under the provisions of the AB104 CAEP Office and this Contract, and the use of and accounting for AB104 CAEP funds by the fiscal agent shall remain the purview of the Consortium Executive Committee designated voting members, California Community College Chancellor's Office, and California Department of Education Adult Education Office. Each voting member has been appointed by their respective Board. The CONTRACTOR shall be directly apportioned the sum declared in the San Bernardino Community College Consortium (Inland Adult Education Consortium) Consortium Fiscal Administration Declaration as approved by the IAEC for the current year and in accordance with Sections 84900-84920 of the California Education Code. Funds provided under this agreement shall be used in accordance with applicable laws and the provisions herein.

**Membership:** Membership in the San Bernardino Community College District Consortium (IAEC) shall consist of the institutions indicated below. The member institutions listed below have accepted the provisions of this Contract and the guidelines, assurances, and certifications contained in the Consortium's approved Regional Comprehensive Plan from which this Contract is derived. It further indicates acceptance of the Consortium's governance.

- Colton Joint Unified School District
- Redlands Unified School District
- Rialto Unified School District
- San Bernardino City Unified School District
- Yucaipa-Calimesa Joint Unified School District
- San Bernardino County Office of Education
- San Bernardino Community College District

**8. FISCAL AGENT:**

The fiscal agent for the consortium will be the San Bernardino Community College District. It shall be the fiscal agent's responsibility to establish procedures for the procurement of goods and services, to handle and account for Consortium funds, and pay bills for costs of activities or services provided by the Consortium, to receive and distribute Consortium funds, in addition, the fiscal agent will be responsible for preparing and submitting to CCCCCO and CDE all required forms and reports in the name of the Consortium. The fiscal agent will receive five (5) percent for indirect fees on what is kept at the DISTRICT for Consortium expenses.

Per the AB104 budget language, Section 84905 (2) (e) "the members of the consortium may decide to designate a member to serve as the fund administrator to receive and

distribute funds from the program. If a member is chosen to be the fund administrator, the member shall commit to developing a process to apportion funds to each member of the consortium pursuant to the consortium's adult education plan within 45 days of receiving funds appropriated for the program. This process shall not require a consortium member to be funded on a reimbursement basis."

**9. CONTRACTOR'S STATUS**

CONTRACTOR expressly represents and covenants that they are duly licensed as maybe required under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

**10. INSURANCE PROVISIONS**

The CONTRACTOR and DISTRICT are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. CONTRACTOR and DISTRICT warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of CONTRACTOR'S and DISTRICT'S performances under this agreement.

Student participating in summer laboratory placements. Workshop presenters and guest speakers will be considered students/employees of the CONTRACTOR and not of the DISTRICT and therefore are considered covered under the CONTRACTORS insurance.

**CONTRACTOR shall maintain Insurance with limits of no less than as stated below and listed DISTRICT as additional insured:**

**General Liability** shall have a limit no less than of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability** shall have a limit no less than \$1,000,000 per accident for bodily injury and property damage. The CONTRACTOR shall be endorsed as additional insured on the policy

**Workers' Compensation** shall have a limit no less that as required by the State of California.

**Professional Liability** shall have a limit no less than \$1,000,000 per occurrence.

**HOLD HARMLESS**

CONTRACTOR and DISTRICT both agrees to defend, indemnify, save and hold each other, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by either party, its officers, agents, or employees while performing operations under the Agreement.

## **11. COMPLIANCE**

The CONTRACTOR desires to participate in the PROGRAM designed for the purpose of implementing the consortium's regional plans for adult education in the College's District boundaries per AB104. The intent of the AB104 Legislation is to expand and improve the provision of adult education in the community, implement the annual plan, integrate existing programs between high school, postsecondary, and workforce institutions in Adult Education programs, and advance faculty and staff professional development programs utilizing AB104 Consortium funds. The DISTRICT and CONTRACTOR certify that the objectives and activities carried out with funds provided under this Program's objectives will be in compliance with all requirements of the California Community College Chancellor's Office (CCCCO) AB104.

## **12. USE OF FUNDS**

Funds allocated pursuant to this Agreement shall be used exclusively for costs included in the San Bernardino Community College District Consortium Regional Plan, 3-Year Plan and Annual Plan, as prescribed by AB 104 CAEP budget language, CAEP Allowable Uses, and Fiscal Management Program Guidance. AB104 CAEP funds shall not be used as security or to guarantee payments for any non-PROGRAM obligations, nor as loans for non-PROGRAM activities.

# **GENERAL TERMS AND CONDITIONS**

## **1. AMENDMENTS**

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

## **2. ATTORNEY'S FEES**

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

## **3. ENTIRE AGREEMENT**

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

#### **4. INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subgrantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between CONTRACTOR and DISTRICT. Neither CONTRACTOR nor its officers, employees, agents, or subgrantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

#### **5. LAW TO GOVERN: VENUE**

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

#### **6. NOTICES**

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

##### **IF TO DISTRICT**

Attn: Business Services  
San Bernardino Community College District  
550 E. Hospitality Lane, Suite 200  
San Bernardino, CA, 92408  
(909) 388-6900

##### **IF TO CONTRACTOR**

Attn: Business Services  
Redlands Unified School District  
20 W. Lugonia Avenue  
Redlands, CA 92374  
909-307-5300

#### **7. VALIDITY**

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

#### **8. EXHIBIT, ADDENDUM AND/OR ATTACHEMENTS INCORPORATED**

Exhibits, addendums and/or attached are hereto and incorporated into this Agreement by reference.

#### **9. ASSIGNMENT**

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement.

\_\_\_\_\_  
DISTRICT SIGNATURE  
Steven J Sutorus, Business Manager

Date\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR SIGNATURE

Date\_\_\_\_\_

\_\_\_\_\_  
Name: Print or Type

## **ATTACHMENT A**

### **Rate Schedule**

Per the AB104 budget language Section 84912, funding shall be apportioned to each regional consortium on a monthly basis. As the Consortium's Fiscal Agent, the DISTRICT will receive funds apportioned in eleven payments on a monthly basis with the first payment covering the first two months and consists of both the July and August payments. The Fiscal Agent will subsequently distribute funds for the PROGRAM to implement the Consortium's Adult Education Regional Plan and Annual plan developed to address adult education needs in the region. All services provided are pending annual funding and annual AB104 CAEP renewal approved by the AB104 office.

Section 84913 of the Education Section Code is amended to read: For the purpose of this paragraph, "indirect costs" means the lesser of the member's prior year indirect cost rate as approved by the State Department of Education, for local educational agency members, or no more than **five percent** of the total funding received from the California Adult Education Program, AB104.

The total minimum value of this agreement is determined by the San Bernardino Community College District Adult Education Consortium AB104 Annual Plan's Allocation Schedule approved by the Consortium for this CONTRACTOR to be in the amount of \*\*\***\$1,128,512.00**\*\* for the 2024-2025 fiscal year, and monies can be used up until December 31, 2026.

Per the AB104 budget language, Section 84905 (2) (e) "the members of the consortium may decide to designate a member to serve as the fund administrator to receive and distribute funds from the program. If a member is chosen to be the fund administrator, the member shall commit to developing a process to apportion funds to each member of the consortium pursuant to the consortium's adult education plan within 45 days of receiving funds appropriated for the program. This process shall not require a consortium member to be funded on a reimbursement basis."



**Distribution Schedule \*\*contingent upon CCCCCO and CDE CAEP AB104 release of funds**

<i>Received at SBCCD</i>	<i>Disburse Date *no later than the 45<sup>th</sup> after receipt of funds</i>	<i>Allocation Amount</i>
08/31/2024	09/30/2024	\$188,082.00
09/30/2024	10/31/2024	\$94,043.00
10/31/2024	11/30/2024	\$94,043.00
11/30/2024	12/31/2024	\$94,043.00
12/31/2024	01/31/2025	\$94,043.00
01/31/2025	02/28/2025	\$94,043.00
02/28/2025	03/31/2025	\$94,043.00
03/31/2025	04/30/2025	\$94,043.00
04/30/2025	05/31/2025	\$94,043.00
05/31/2025	06/30/2025	\$94,043.00
06/30/2025	07/31/2025	\$94,043.00
	<b>Total</b>	<b>\$1,128,512.00</b>

## **ATTACHMENT B SCOPE OF WORK**

### **CONTRACTOR Responsibilities:**

Funds allocated pursuant to this CONTRACTOR shall be used by the CONTRACTOR exclusively for costs associated with the San Bernardino Community College District Adult Education Consortium Regional and Annual plans, as prescribed by AB104 CAEP budget language, AEBG allowable uses document: "Allowable Uses of AB104 CAEP Performance" "Program Guidance Instructions, Terms & Conditions," and AB104 AEBG legislation. CONTRACTOR will also comply with the monitoring and reporting requirements described in the section below. All referenced documents are available for review on the California Adult Ed Website (**Attachment C**)

### **Monitoring & Reporting Requirements:**

CONTRACTOR shall be responsible for monitoring their own activities and providing the Fiscal Agent with all information the Fiscal Agent shall require in order to fulfil the responsibilities of State reporting. This includes any necessary student participation data, expenditure documentation, and any AB104 information necessary for the successful completion of AB104 mandated reports, performance measures, and program outcomes.

CONTRACTOR will designate a person/persons with proper authority to certify all information submitted to the Fiscal Agent. CONTRACTOR acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the AB104 CAEP program. Furthermore, CONTRACTOR accepts all liability for any disallowed costs, should they arise.

CONTRACTOR is required to separate expenditures by the seven program areas, by object code, and by objective. A template will be provided to the Fiscal Agent which will include a listing of expenditures by appropriate object code. A narrative of expenditures will also be provided to the Fiscal Agent as well as general ledger reports which categorize the budget and expenditures by object code for the specific reporting period. These documents will be submitted on a semi-annual basis according to the timeline in this agreement.

The DISTRICT will coordinate directly with the CONTRACTOR regarding scope and basis of agreement. The main purpose of the PROGRAM is for members of the Consortium to provide adult education services in accordance with the seven (7) program areas listed under AEBG budget bill AB104 Sections 84900-84920 of the California Education Code as follows:

- (1) Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
- (2) Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
- (3) Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
- (4) Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
- (5) Programs for adults with disabilities.
- (6) Programs in career technical education that are short term in nature and have high employment potential.
- (7) Programs offering pre-apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

### **The CONTRACTOR will be responsible for:**

1. Reporting any funds available to that member for the purposes of education and workforce services for adults and the uses of those funds.
2. The timely submittal of the AB104 Quarterly Expenditure reports in the NOVA system and any Annual Reporting of activity.
3. Timely submittal of the AB104 CASAS/TE Quarterly Student Data Report.

4. Ensure that all CONTRACTOR PROGRAM activities and expenditures are consistent with AB104 AEBG objectives:

**Objective #3:** Integrate existing programs and create seamless transitions into postsecondary education or the workforce

**Objective #4:** Activities to address the gaps identified in Objective 1 (evaluation of current levels and types of adult education programs within its region, and Objective 2 (evaluation of current needs for adult education programs within the Consortium's region), included in the Updated AB104 3-year Plan.

**Objective #5:** Employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education

**Objective #6:** Collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

**Objective #7:** Leverage existing regional structures, including, but not limited to, with local workforce investment areas.

**Billing and Payment Process:**

Monthly distributions will be issued in response to an invoice initiated by the CONTRACTOR. The invoice must include the Purchase Order number and the AB104 budget bill language.

### **ATTACHMENT C**

Both the "AB104 CAEP Program Guidance" and "CAEP Fiscal Management Guide" can be found on the CAEP "caladulthood" website where updates are posted periodically.