

Board of Trustees Agenda Item

July 11, 2011

Title of Item: Approval of Agreement for Services, Workforce Incubator

Background and Analysis:

NOVA Workforce Board was awarded \$4 million in June 2010 from the State of California on behalf of a collaborative known as the SolarTech Workforce Innovation Collaborative (SWIC). The partners include NOVA, SolarTech, Foothill-De Anza Community College District, and others in the private, public, and nonprofit sectors. The deliverables will have occurred over 24 months, completing by June 30, 2012. The grant awards \$1,258,917 to Foothill-De Anza Community College District to implement the training and education component of the program.

Jim Caldwell, Executive Director of Workforce Incubator, will coordinate the development and delivery of training in Energy Efficiency for Building Systems Investment. He will work closely with Foothill College Engineering Department with the intention of transitioning the training to credit curriculum, including lab development. Services include:

- Labor market research and industry advisory input to curriculum.
- Curriculum development, subject matter expert identification.
- Delivery of instruction for two cohorts, 50 trainees, to complete by March 31, 2012.
- Coordination with Workforce Investment Board partners as needed regarding recruitment and job placement issues.
- Coordination with Foothill College Engineering and Professional & Workforce Development for oversight of training.

Workforce Incubator has developed similar programs in Energy Efficiency for CSU East Bay and Sacramento State, and has worked closely with PG&E and community colleges on energy related training programs. Jim Caldwell was recommended by the Foothill College PSME Division Dean as a subject matter expert who has the unique industry knowledge and contacts to help develop relevant training to prepare students for this workplace.

Workforce Incubator is a non-profit, 509a supporting organization. The parent organization is the Los Altos Community Foundation.

Recommendation:

Workforce Incubator is uniquely qualified to fill this training development and delivery role. This project is funded by Green Innovation Challenge funds. I recommend approval.

Submitted by: John Mummert, VP Workforce Education Additional Contact Names: Rick Kuhn, Economic and Resource Development; Catherine Ayers, SWIC Project Director Is backup provided? Yes

Energy Efficiency and Building Systems Investment

Proposed training to be incorporated the SolarTech SWIC program

1. Overview

- This proposal is for two cohorts of 25 students to be trained in investment and operations analysis for building systems energy efficiency upgrades.
- Target positions are in engineering consulting or building contractor firms as Energy Auditors, Sales /Business Development Specialists, and as entry-level Building Operations Managers in commercial or industrial firms.
- Desired start of training is November 2011.
- Exploration of the employment opportunity, training requirements, curriculum development, and available faculty should be completed by August 1, 2011, to support a November launch.

Training Concept

- This will be a community college course, initially offered as contract education.
- Analytical skills and a technical background will be key to success in the training program, suggesting that candidates will have a Bachelors degree in engineering or physical sciences, or equivalent experience.
- Knowledge of building operations will be offered through the training, with a focus on energy efficiency metrics and investment decisions related to energy efficiency opportunities.
- Training will offer skills development for measurement and data analysis, basic operations research financial analysis, investment case development, and effective presentations.
- Project work will be a major component of the training. Real-world applications and decision-making will be accomplished through student interaction with actual operating environments.
- Delivery format may conform to the academic calendar, consist of a free-standing seminar series, or use any other mode that is consistent with the program's objectives. Number of class hours and duration of the course is to be determined.
- Evaluation of students will be based on tests of their understanding of course content plus instructor review of business cases for energy efficiency improvement.
- Initial training is to be offered as a pilot, but a sustainable program is the objective. Student preparation for appropriate industry-recognized credentials and positioning within a stackable credential structure is the ultimate goal for future offerings of this course.

Proposed Learning Outcomes

Students completing the program will be able to demonstrate:

- A working knowledge of energy-related systems in buildings -- renewables, HVAC, lighting, refrigeration, building control systems, industrial processes, weatherization, energy storage, utility rate structures and incentives, etc. – based on a combination of ENG 40 and this course.

Energy Efficiency and Building Systems Investment

Proposed training to be incorporated the SolarTech SWIC program

- Competency in working with metrics and performing data analysis to identify energy efficiency improvements.
- Entry-level proficiency in the use of analytical tools required by employers.
- Competency in preparing and presenting business cases for investment in new energy efficiency solutions.
- Development of a portfolio of capabilities that can be demonstrated to potential employers.

Training Delivery

- Foothill College will advise development and lead delivery of the training.
- The California Energy Pathways consortium of 13 community colleges is the preferred vehicle for delivering this program. Best-in-class programs are available within this consortium, featuring micro grid at Foothill, HVAC at Laney, renewables at Diablo Valley, etc.
- Delivery can be physically at Foothill, offered via online learning, or a hybrid.
- Knowledge and skills development will be closely coupled with actual operating systems on participating community college campuses. It is envisioned that practical experience will be achieved by the cohort being divided into small teams which work with the facilities management organizations at participating community colleges. This work will occur on site at selected points during the training, but analysis and business case development by each team can be done at locations of the team's choosing, including corporate/industry projects.
- Direction on fertile areas for analysis and business case development will be provided by the community college facilities management team.
- Business cases for energy efficiency improvement at the team's assigned community college campus will be presented to the college facility management team and to the instructor.

Advisory Council

- Industry advisors will be recruited from appropriate associations and firms.
- Facilities managers at participating community colleges will also be invited to become advisors.
- Advisory council members will validate curricula, set priorities, consult on employability, and provide subject matter experts or guest lecturers as appropriate.
- The advisory council will be engaged at points throughout the training process to refine the program on a forward-looking basis and to evaluate the cohort's potential for employability.
- A final advisory council meeting will be held after the pilot program to inform future offerings.

Energy Efficiency and Building Systems Investment

Proposed training to be incorporated the SolarTech SWIC program

Course Design Decisions

Screening Criteria	Tools
Proposed learning outcomes	Responsibilities of the lead instructor
Prerequisites	Online availability
Credentialing opportunities	Projects assigned
Hours of instruction	Team facilitation platform
Scheduling	Proposal presentation methods
Curriculum sources	Employer marketing online platform
Textbooks & references	

Implementation

A decision on course design for a November launch will be made via due diligence completed on or before August 1, 2011:

- Confirmation of the employment demand
- Definition of learning outcomes and key knowledge and skills to be addressed
- Participation of an representative number of community colleges
- Convening of an industry advisory council
- Basic structure and format of the training
- Initial identification of instructor(s)

Preliminary Timeline

Deliverable	Key Elements of Each Deliverable	Start / End
Define Course	Determination of Industry Demand, Target Jobs, Course Outline, Learning Outcomes, Major Topics, Student Prerequisites, Education Partner Selection	June 15 – Aug 1
Recruit Instructors	Lead Instructor, SME Instructors, Guest Lecturers	July 1 – Sept 1
Acquire Industry Advisory Council Inputs	Form Council, Convene Council Meetings, Inform Curricula, Approve Course Syllabus, Recommend Refinements	July 1 – June 30, 2012
Curriculum	Technical Topics, Financial Topics, Business Case Topics, Professional Presentations, Analytical Tools, Projects, Reference Materials	Aug 1 – Oct 15
Project Development	Assignments, Scheduling	Aug 15 – Oct 15
Intake & Enrollment	Support NOVA with Prerequisites and Marketing Inputs	Sep 1 – Dec 30

Energy Efficiency and Building Systems Investment

Proposed training to be incorporated the SolarTech SWIC program

Course Delivery	Cohorts 1 & 2	Nov 1 – Mar 31, 2012
Employment Marketing	Facilitate Marketing by Cohort Members	Nov 15 – Mar 31, 2012

Preliminary Budget

Course Development	\$36,000	80-hour course, documented in LMS
Instruction	46,500	2 cohorts
Materials & Licensing	15,000	All-inclusive
Project Management	<u>22,500</u>	Planning, management, advisory council development
Total	\$120,000	

Note: Does not include payments to Foothill College (if any) for advisory services, instruction, or use of lab facilities

Proposed Payment Terms

Board of Trustees approval	\$30,000
August 1 Course Approval	30,000
November Start of Cohort 1	20,000
January Start of Cohort 2	20,000
Completion of Cohorts 1 and 2	20,000

Contact

Jim Caldwell
Executive Director, Workforce Incubator



*Cultivating world class talent
for 21st century careers*

Office: (925) 292-2308
Mobile: (925) 899-2665
Website:
www.workforceincubator.org

Livermore, CA 94550

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 20 day of June, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Workforce Incubator hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Foothill-DeAnza Community College District Board Policy 3140 and Board of Trustees Resolutions, specified District employees have the duty to engage independent contractors to perform sundry services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 120,000.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from June 20, 2011 through March 31, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778.4 of the California Civil Code.

Contractor's duty to defend shall be triggered by notice to contractor that District has been served with a summons or complaint which alleges facts falling within the scope of contractor's indemnity obligations.

7. Insurance. If applicable, insurance requirements are attached as Exhibit "I."

8. Non-Discrimination.

A. General. No person shall, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, marital status, sexual orientation, age, physical or mental disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

B. Employment. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to District upon request.

9. Substitutions: If particular people are identified in Exhibit "A" as working on this contract the Contractor will not assign others to work in their place without written permission from the District Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge.

10. Sole Property of the District: Any system or documents developed, produced or provided under this contract shall become the sole property of the District. Notwithstanding any other provision herein, any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work hereunder shall be the sole property of the District.

11. Contract Renewal. This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$76,700.00 for routine maintenance, or other services not described in (a).

12. Expenditure Of Public Funds. Contractor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

13. Confidentiality. In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third

Foothill-DeAnza Community College District

person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

14. Merger Clause. This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail.

J. Caldwell
Authorized Contractor Signature

6/20/2011
Date

WORKFORCE INCUBATOR
Contractor's Company Name

26-1915486
Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

(Approval is required prior to commencement of services if total cost exceeds \$20,000.00 for professional services or the applicable bid threshold stated in Public Contract Code 20651 for other services.)

6/28/11
J. Mummet
VP work force
STreanor 6/28/11
JC - 6-28-11

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Workforce Incubator

_____, hereinafter called "Contractor".

- I. Detailed description of services to be performed and work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)

Workforce Incubator will provide services to the SolarTech Workforce Innovations Collaborative (SWIC), a project funded to partners NOVA Workforce Board, Foothill-DeAnza CCD, and SolarTech by the California Labor and Workforce Development Agency. Jim Caldwell, Executive Director, will provide management and leadership to ensure project objectives are met.

Workforce Incubator will develop and deliver training in energy efficiency for building systems investment and operation. Services include:

- Labor market research and industry advisory input to curriculum.
- Curriculum development, subject matter expert identification.
- Delivery of project-based instruction for 2 cohorts of trainees to complete by March 31, 2012.
- Coordination with Workforce Investment Board partners as needed regarding recruitment and job placement issues.
- Coordination with Foothill College Engineering and Professional & Workforce Development for oversight of training. Contact: Catherine Ayers, (650) 593-4701.

See attached proposal for complete description of services.

- II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)

Payment not to exceed \$120,000.

Payment upon receipt of invoice detailing specific progress toward objectives:

- Board of Trustees approval \$30,000
- August 1 Course Approval 30,000
- November Start of Cohort 1 20,000
- January Start of Cohort 2 20,000
- Completion of Cohorts 1 and 2. 20,000

Remit Invoices to:

Rick Kuhn
Professional & Workforce Development
Foothill College
Los Altos Hills, CA 94022
(408) 592-0876

In any event, the total payment for services of contractor shall not exceed \$ 120,000 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until March 31, 2012.

Exhibit "I" Insurance Requirements

Contractor shall not commence work under this Agreement until required insurance has been approved in writing by District. Certificates of insurance, in form and with insurers acceptable to District (A M Best rating of A-VII or better or otherwise approved by District Risk Manager) shall be submitted to District Risk Management Department. Such certificate shall evidence all coverages and limits required by District in this Agreement and shall specify that insurers will give District thirty (30) days prior written notice of non-renewal or cancellation.

Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:

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1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
 2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
 3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
 4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. Required only if the following blank is checked ____.

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the District's option, result in a declaration of material breach and suspension of Contractor's further work under this Agreement.

Workforce Incubator / Jim Caldwell has no employees.
" has a non-profit status, IRS, CA.

Proof of Insurance approved / verified. See attached

Catherine Ayers

From: Marsha Kelly [kellymarsha@fhda.edu]
Sent: Thursday, June 23, 2011 2:23 PM
To: Catherine Ayers
Subject: Re: Proof of insurance - contractor of curriculum/training development

Catherine, the attachment is fine and as we learned, he does have insurance. If you wish to meet to discuss the District's requirements (similar to those of any public entity), I would be happy to do so. Just let me know. The requirements are to protect the limited resources of the District.

Marsha

At 11:04 AM 6/23/2011, you wrote:

>Marsha,
>Thank you for the time you spent with me on the phone regarding the
>proof of insurance requirements for contractors. Attached is what
>I have gotten from Jim Caldwell/Workforce Incubator. This is what
>we will have on file at Professional & Workforce Development. Will
>this suffice? His work for us will be training development, primarily.
>
>Rick Kuhn and I have discussed the probable insurance coverage that
>many, if not most, of the contractors who do training for PWD. They
>are often instructors from another institution or industry people whose
>main occupation is other than the consulting/training they do
>for our district program. Is it proof of their homeowners and
>auto insurance that we should verify?
>
>If you think it best that we meet to discuss how to proceed in order to
>balance risk management and program mgt needs, I have copied John
>Mummert, who probably should be involved also.
>Best,
>Catherine
>
>*****
>Catherine Ayers
>(650) 593-4701
>AyersCatherine@fhda.edu
>
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>SolarTech Workforce Innovations Collaborative Foothill-De Anza
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>12345 El Monte Rd.
>Los Altos Hills, CA 94022
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