

**Second Amendment to the Agreement
With the San Mateo Community College District**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Community College District, hereinafter called "Contractor";

W I T N E S S E T H :

WHEREAS, an Agreement with San Mateo Community College District was approved by the Board of Supervisors on January 19, 2004, for the purpose of providing biotechnology classes to dislocated workers in San Mateo County; and

WHEREAS, the County and the Contractor entered into a First Amendment to the Agreement to extend the term and the amount to provide a class to train an additional twenty (20) participants in the field of biotechnology; and

WHEREAS, the County and the Contractor wish to further amend the Agreement to increase the amount and for the purposes of 1) adding an additional biotechnology class, and 2) starting a bridge program for transitioning foster youth and residents of East Palo Alto and Daly City.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1: **Exhibits** is hereby amended to read as follows:

Exhibit A:	Revised 04/05: Description of Services hereby replaces Exhibit A revised 11/04
Exhibit A-1:	Description of Services for the Bridge Program - New
Exhibit B:	Payment Schedule through December 30, 2005
Exhibit B-1:	Revised 04/05: Payment Schedule for Spring 2005 Class and FY 2005-2006 hereby replaces B-1
Exhibit B-2:	Revised 04/05: Budget for Spring 2005 Class and FY 2006 hereby replaces B-2
Exhibit B-3:	Revised 04/05: Narrative for Spring 2005 and FY 2006 class hereby replaces Exhibit B-3
Exhibit B-4	Payment Schedule for Bridge Program - New
Exhibit B-5	Budget for Bridge Program – New
Attachment I:	504 Compliance
Attachment J:	Equal Benefits Compliance Declaration

2. Exhibit A revised 11/04 is hereby deleted and replaced with Exhibit A revised 04/05, which is hereby added and attached and incorporated by reference herein.
3. Exhibit A-1 is hereby added and attached and incorporated by reference herein.
4. Exhibit B-1 is hereby deleted and replaced with Exhibit B-1 revised 04/05, which is hereby added and attached and incorporated by reference herein.

5. Exhibit B-2 is hereby deleted and replaced with Exhibit B-2 revised 04/05, which is hereby added and attached and incorporated by reference herein.
6. Exhibit B-3 is hereby deleted and replaced with Exhibit B-3 revised 04/05, which is hereby added and attached and incorporated by reference herein.
7. Exhibit B-4 is hereby added and attached and incorporated by reference herein.
8. Exhibit B-5 is hereby added and attached and incorporated by reference herein.
9. Section 2: Services to be performed by contractor is hereby amended to read as follows:

In consideration of the payments set forth herein and in Exhibit "B, B-1, B-2, B-3, **B-4 and B-5**" Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" and **Exhibit "A-1"**.

10. Section 3: Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specification set forth herein and in Exhibit "A," and **Exhibit "A-1"**. County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B, B-1, B-2, B-3, **B-4 and B-5**" The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **This Second Amendment increases the Agreement by two hundred forty thousand seven hundred seventy five (\$240,775) for the purposes of 1) starting an educational bridge program, and 2) adding an additional biotechnology class for a total fiscal obligation not to exceed four hundred twenty nine thousand nine hundred seventy dollars (\$429,970).**

11. Section 4: Term and Termination is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 19, 2004 through June 30, 2006.**

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

12. All other terms and conditions of the Agreement dated January 19, 2004 and subsequent Amendments between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

ATTEST

By: _____
Richard Gordon, President, Board of Supervisors

Clerk of Said Board

Date _____

Date: _____

SAN MATEO COMMUNITY COLLEGE DISTRICT

Print Name

Signature Date: _____

**Description of Services
Biotechnology Program
San Mateo Community College District
January 19, 2004 through June 30, 2006**

1. The Contractor shall provide **four** biotech training classes as described below:
 - The start date of classes is to be determined and mutually agreed upon by the County and the Contractor.
 - **Two classes must be completed no later than December 30, 2004; one class to be administered during spring 2005, which must be completed no later than June 30, 2005; and there will be one additional class to be completed by June 30, 2006 as agreed upon by the County and Contractor.**
 - Submit a report upon completion of each class outlining the official grade of each student and attendance.

Biotech Course Description

Participants will complete twelve (12) weeks of training earning 9 units of college credit and will be eligible for entry-level employment at biotechnology corporations in the region. The twelve (12) week class will include a total of two hundred and four (204) hours of instruction for each participant. The faculty in this discipline will collaborate with other programs in the region to maximize the knowledge and employment opportunities for the participants. There must be a minimum of twenty (20) participants for the start-up of class. Considering that drop-outs may occur, the Contractor must maintain a class size of at least twelve (12) participants for class to continue.

**Description of Services
Bridge Program
San Mateo Community College District
FY 2004-06**

The Contractor will administer a program that is designed to prepare transitioning foster youth and adults for bioscience and allied health degree programs; some students may opt to continue their educations at 4-year colleges. Students begin their studies by enrolling in a contextualized basic skills program in spring 2005. The program will consist of 14 weeks. There will be one 14 week session for East Palo Alto community and another 14 week session for Daly City community.

*A Bioscience - Allied Health Preparation Learning Community
Building Career Ladders for Up to 20 Students through Skyline College
& Up to 20 Students at Cañada College.*

Either class may be cancelled as agreed upon by County and contractor if class size does not meet the minimum enrollment of 16 of 20 students (eighty percent) .

This 14-week , 13 minimum unit college credit program is designed:

- to prepare students to satisfy math and English pre-requisites needed for enrollment in bioscience or other allied health degree programs,
- to equip students with the necessary English and math skills needed to succeed in bioscience or allied health studies,
- to nurture the soft skills needed to succeed in college and the workplace such as consistent and punctual attendance and appropriate preparation for the task at hand, and
- as a Learning Community to enrich the learning experience and foster better student outcomes. In higher education, curricular learning communities are classes that are linked or clustered during a program term, often around an interdisciplinary theme, and enroll a common cohort of students. Faculty plans the program collaboratively.

Description of Courses

- **ENGLISH – READING:** The reading and English courses are remedial courses two-levels below transfer-level. Course content and context will be contextualized to address the learning needed to succeed in an allied health program and at work in an allied health profession.
- **MATH:** The math course is a basic skills class that leads to Elementary Algebra, a basic requirement for entrance into allied health degree programs.

- **LEARNING SKILLS:** The learning skills class provides either individualized or small group instruction by tutors or instructional aides to address problems in English, reading, and math. In addition to one-on-one and small group tutorial, this class provides computer assisted learning programs and on-line tutorials.
- **CAREER PREPARATION:** The Career Class is a comprehensive approach to life and career planning that includes self-assessment, career exploration, and job seeking strategies.

Enrollment in this learning community will satisfy the financial aid requirement for being enrolled fulltime in a course of study. Students will thus be academically eligible for state and federal financial aid. (There may be other requirements, such as timely application, family need, or residency status.)

Payment Schedule for Biotechnology Classes
San Mateo Community College District
January 1, 2004 through June 30, 2006

A. Spring Class 2005 between December 31, 2004 and June 30, 2005:

The Contractor will conduct training for one (1) class (spring 2005). The total cost for the spring 2005 class is \$73,195. Upon completion of training, the contractor will invoice the County for actual costs incurred not to exceed \$73,195. The total obligation for spring 2005 class described in Exhibit A, Exhibit B-2, Exhibit B-3 and this section shall not exceed \$73,195.

B. FY 2005-06 Class – Dates to be determined and agreed upon by County and Contractor.

The Contractor will conduct training for one (1) class (FY 2005-06). The total cost for the FY 2005-06 class and administration is \$73,195. Upon completion of training, the contractor will invoice the County for actual costs incurred not to exceed \$73,195. The total obligation for the FY 2006 class described in Exhibit A, Exhibit B-2, Exhibit B-3 and this section shall not exceed \$73,195.

C. The Total Obligation for Biotechnology Classes

The total cost for services described in Exhibit A, Exhibit B, Exhibit B-2, Exhibit B-3 and in this Exhibit shall not exceed \$262,390.

D. Total Agreement Obligation

The total cost for services described in Exhibit A, Exhibit A-1 Exhibit B, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5 and in this Exhibit shall not exceed \$429,970.

SKYLINE COLLEGE CENTER FOR WORKFORCE DEVELOPMENT
BIO-MANUFACTURING COHORT TRAINING BUDGET (40 PEOPLE)
SPRING 2005 AND FY2006

Revised 02/05
Exhibit B-2

INSTRUCTIONAL SERVICES

408 INSTRUCTIONAL HOURS AT \$250.00 PER HOUR	\$102,000
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\$102,000

INSTITUTIONAL SUPPORT

ACCOUNTING STAFF SUPPORT	\$5,406
PROGRAM COORDINATION	\$14,144

\$19,550

FEES & BOOKS

FEES	\$2,040
BOOKS	\$10,000

TOTAL FEES AND BOOKS	\$12,040
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SUPPLIES

SUPPLIES	\$12,800
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TOTAL SUPPLIES	\$12,800
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TOTAL BUDGET	\$146,390	\$146,390
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SKYLINE COLLEGE CENTER FOR WORKFORCE DEVELOPMENT

Revised 04/05
Exhibit B-3

SPRING 2005 and FY 2006 BIO-MANUFACTURING COHORT TRAINING (40 PEOPLE) BUDGET NARRATIVE

INSTRUCTIONAL SERVICES

408 INSTRUCTIONAL HOURS AT \$250.00 PER HOUR \$102,000

Students will earn 9 units of college credit offered in 12 weeks of intensive instruction. Classes will meet Mondays, Wednesdays, Fridays from 9 a.m. - 2 p.m. and on Thursdays from 1 p.m. - 3 p.m. 408 hours of instruction will be delivered by one part-time and two full-time instructors supported by a lab assistant and supervised by the Dean of Science Math and Technology. The curriculum is industry driven. The curriculum is updated and modified with each course offering from information solicited from industry. The instructors are also available during posted office hours for individual assistance.

TOTAL INSTRUCTIONAL SERVICES \$102,000

INSTITUTIONAL SUPPORT

ACCOUNTING STAFF SUPPORT \$5,406
PROGRAM COORDINATION \$14,144

Skyline College will support the delivery and management of the Bio-manufacturing program through the Center for Workforce Development. The Director of the Center for Workforce Development will facilitate the relationship between Skyline College, the industry served, and San Mateo and Alameda County. The director will report to the Vice President of Instruction and manage daily operations that include staff, students and faculty, to monitor for contract compliance. The program will be coordinated through the Center's Program Coordinator who serves as a key contact for student success. The Program Coordinator will coordinate with San Mateo County throughout phases of the program including: assessment, training, and follow-up. The Program Coordinator will organize orientation, alumni networking event, and graduation. The program will include personnel for accounting and audit preparation.

TOTAL INSTITUTIONAL SUPPORT \$19,550

FEES & BOOKS

FEES \$2,040
BOOKS \$10,000

Student Fees include: 1) Student Rep Fee, 2) Student Body Fee, 3) Health Fee, 4) and Parking fee totaling \$51.00 per person. (Tuition fee is included in the cost of instructional services). The cost of books is \$250.00 per person.

TOTAL FEES AND BOOKS \$12,040

SUPPLIES

SUPPLIES \$12,800

Supplies needed to support the program include: 1) instructional supplies needed to deliver the training in the classroom, 2) student supplies required for instruction including calculators, lab coats, name tags, 3) office supplies necessary to support both instruction and the management of the program, and 4) supplies to facilitate additional training program activities including: orientation, alumni networking event, and graduation ceremony.

TOTAL SUPPLIES \$12,800

TOTAL BUDGET \$146,390 \$146,390

CENTER FOR WORKFORCE DEVELOPMENT 3300 COLLEGE DRIVE SAN BRUNO CA 94066 650-738-7035

**Payment Schedule
Bridge Program
FY 2004-06**

A. Bridge Program:

The Contractor will conduct training for two (2) classes (spring 2005). The total cost for the Bridge Program classes and administration is \$167,580. The Bridge Program classes shall be completed no later than June 30, 2006. Upon completion of each class, the contractor will invoice the County for actual costs incurred for each such class, with the total not to exceed \$167,580. The total obligation for the Bridge Program described in Exhibit A-1, this Exhibit and Exhibit B-5 shall not exceed \$167,580.

B. Total Agreement Obligation:

The total cost for services described in Exhibit A, Exhibit A-1 Exhibit B, B-1, Exhibit B-2, Exhibit B-3, Exhibit B-5 and in this Exhibit shall not exceed \$429,970.

SKYLINE COLLEGE CENTER FOR WORKFORCE DEVELOPMENT
East Palo Alto 14 Week Bridge Program (20 PEOPLE)

INSTRUCTIONAL SERVICES

234 INSTRUCTIONAL HOURS AT \$250.00 PER HOUR	\$58,500	
Includes curriculum development		
TOTAL INSTRUCTIONAL SERVICES		\$58,500

INSTITUTIONAL SUPPORT

ACCOUNTING	\$2,772	
PROJECT MANAGEMENT	\$7,000	
CO-HORT COORDINATOR (18 weeks + benefits)	\$14,515	
TOTAL INSTITUTIONAL SUPPORT		\$24,287

FEES & BOOKS

Fees and Books will be paid for by EOPS / Financial Aid		
TOTAL FEES AND BOOKS		\$0

SUPPLIES TRAVEL

SUPPLIES	\$5,600	
TRAVEL	\$1,200	
TOTAL SUPPLIES		\$6,800

TOTAL BUDGET	\$89,587	\$89,587
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