GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Chabot-Las Positas Community College District

This grant sub-agreement (hereinafter "**Agreement**") is entered into this 8th day of December 2014, between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the Chabot-Las Positas Community College District (hereinafter "**SUBCONTRACTOR**").

WHEREAS, RSCCD was awarded a "Sector Navigator – Information Communications Technology/Digital Media Sector" grant #13-151-006, (hereinafter "**Grant**"), from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the **Grant**; and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work
   SUBCONTRACTOR agrees to perform the work described in the Project Application (*Exhibit A*), which by reference is incorporated into this Agreement.

2. Period of Performance
   The period of performance for this **Agreement** shall be from December 9, 2014, through June 30, 2015.

3. Total Cost
   The total cost to **RSCCD** for performance of this **Agreement** shall not exceed $26,180 USD.

4. Payment
   Sixty percent (60%) of the award will be paid to **SUBCONTRACTOR**, upon **RSCCD's** receipt of the fully executed **Agreement** and a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the Project Director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes as described in the Statement of Work, Exhibit A. Invoice referencing the **Agreement** contract number (refer to footer in this agreement) should be submitted to the following address:

   Rancho Santiago Community College District
   Enrique Perez, Program Administrator ICT Sector Navigator
   2323 North Broadway, Suite 350, Santa Ana, CA 92706

5. Reporting

   SUBCONTRACTOR will provide a progress report describing the activities and documenting the expenditures by March 15th, 2015 and June 15th, 2015, and will provide a final report substantiating completion of the project and documentation of all project expenditures project by July 15th, 2015. If the report due dates fall on a weekend or a holiday, the report will be due on the day prior to the due date.

6. Expenditure of Grant Funds.

   SUBCONTRACTOR agrees to comply with all **Grant** requirements and that it is solely responsible for the appropriate expenditure of all **Grant** funds received and for any misappropriation or disallowment of **Grant** funds.

7. Time Extensions

   RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, **SUBCONTRACTOR** will not be granted an extension. Therefore, **SUBCONTRACTOR** must spend all of the funds allocated through this **Agreement** within the timeframe of the **Agreement**. Under this **Agreement**, **SUBCONTRACTOR** will only be reimbursed for expenses that are incurred prior to **June 30, 2015**.

8. Subcontract Assignment

   None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this **Agreement** shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this **Agreement**.

   SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

   SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this **Agreement SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this **Agreement**.

9. Record Keeping

   SUBCONTRACTOR agrees to maintain project records for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

10. Audit

   SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to

include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this **Agreement**.

11. Termination

Either party may terminate this **Agreement**, with or without cause upon sixty (60) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this **Agreement** are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination, and RSCCD shall reimburse **SUBCONTRACTOR** for costs incurred for the project up to the date of notification.

12. Mutual Indemnification

Both parties to this **Agreement** shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this **Agreement**, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

14. Notices

All notices, reports and correspondence between the parties hereto respecting this **Agreement** shall by email communication or in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD:
Enrique Perez, Program Administrator ICT Sector Navigator
2323 North Broadway, Suite 350, Santa Ana, CA 92706
perez_enrique@rsccd.edu, (714) 480-7460
cc: Steve@wrightca.com, (805) 231-8444

Chabot-Las Positas Community College District:
John Gonder
7600 Dublin Boulevard, 3rd Floor
Dublin, CA, 94568
jgonder@lospositascollege.edu, (510) 439-8999

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this **Agreement** by reference. Final payment is contingent upon successful completion) of all activities and outcomes. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this **Agreement** in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

This **Agreement** represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the **Grant**. No change, modification, extension, termination or waiver of this **Agreement**, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this **Agreement** to be executed as of this 8th day of December 2014.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	SUBCONTRACTOR: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Name: Peter J. Hardash	Name: _____
Vice Chancellor	
Title: Business Operations/Fiscal Services	Title: _____
Date: 12/9/14	Date: _____
Board Approval Date: December 8, 2014	EIN/TIN: _____

*Project Name: | Wireshark Multipurpose Labs

Please enter the name (or a descriptive title) of the specific program seeking support.

*Project Amount ($) | $40,000 $26,180

*Project Start Date | January 1, 2015

*Project End Date | July 30, 2015

*Describe the project for which you are seeking funding (3-5 short sentences)

The Wireshark Multipurpose Lab Project will create 24 complete Netlab scenarios, each including an intro/demo video and SCORM assessment module. The set, as a whole, constitutes a complete TCP/IP analysis class. Each individual module is selected to also represent a key learning outcome from multiple certification training objectives for classes including CCNA Routing, CCNA Security, CEH, A+, Net+, Sec+, Linux+, LPI, VMware, EMC, Digital Forensics, as well as other business and administration classes. Each is a standalone plug and play module easily added to any class needing practice with computer and network protocols.

*Describe the need, problem and/or opportunity addressed by the project. How did you identify the particular need addressed by your proposal? Please provide measurable evidence if applicable.

A strong commonality of learning outcomes for all ICT training, especially networking, security, software and administration careers, is the study of computer and network protocols, TCP/IP and the OSI model. The world's leading network analysis tool, Wireshark, is perfect for providing that, for a broad range of classes. John Gonder created and has run an extremely popular TCP/IP online class for more than 5 years. It provides important training not available in traditional certification curriculums and has proved successful in improving student performance in subsequent classes, as well as student success in getting and keeping good jobs. One student intern at LBL was hired full time within 2 weeks because he used his Wireshark skills to solve network problems better than other workers. The Netlab environment is perfect for packaging and providing this proven approach to many more teachers, classes, and students. To produce a complete module, each Netlab activity will include a video lesson to introduce key concepts and procedures for the activity, and a SCORM-compliant review module and assessment, which allows integration and automated scoring with common LMS systems.

*Describe how you will use funds:

The funds will provide time and resources to consult with Wireshark developers, employers and working network analysts to verify current desirable skills. Current certification objectives will be reviewed to create the best list of common SLOs. Previous and prospective Wireshark exercises will be matched with common SLOs, and the scenarios vetted and packaged. Introductory and demo videos, SCORM assessment modules, PDF instructions and Netlab topologies and virtual machine images for each of 24 labs will be created, tested, and finalized.

*Why is this the right time for this project?

The Wireshark class has proven very successful. John Gonder has taught Wireshark to CCNA teachers, and at High Tech Crime Investigation Association and MPICT conferences, which proved very popular and useful. This is the best way to get a very wide audience and make good protocol instruction available on the Netlab platform.

*Describe your organization's ability to implement the project. Please include staff strength and operational & fiscal management.

Wayne Phillips and John Gonder have, over the past 10 years, created and successfully run more than a dozen high tech classes at LPC and Chabot. They have updated, modified, and run high tech labs covering CCNA, Linux, CEH, EMC, Sec+, A+, Net+, VoIP, Wireless and more certifications and career training classes. For 2 years they have had a successful Netlab infrastructure that is supporting multiple classes on both campuses and incorporating other instructors and disciplines. They have managed large budgets, hardware and software acquisition, and worked successfully with other disciplines and across colleges, and districts.

*What is the most difficult aspect of this project that could affect your success?

> Licensing for Windows virtual machines has been a problem for some Netlab topologies. We anticipate using Linux in place of Windows 7 as needed should this be a problem during testing.

*Will you be requiring any resources from your Deputy Sector Navigator (DSN) other than funding for the project? Please explain.

> We would like to provide a chance for other instructors and students to try the labs out during the testing phase. Coordinating with the DSN would assist with this.

*Given that you will share your results at the conclusion of your project, what are your plans to make your proposed project available for the NetLAB User Group and for your DSN and how will you increase the effectiveness of your work for the larger community? What would be your target audience?

> The whole of the project deliverables will be available for download and use, both within a Netlab environment, or for those not having one, on their own standalone systems.
>
> Because each individual lab module has it's own individual introductory and demonstration video it is easy for any instructor to use, not requiring them to be a Wireshark guru.
>
> The target audience would be instructors teaching almost any computer or network certification class, business administration, or network administration class. Even basic computer classes can benefit from seeing the reality of a network conversation, e.g. plaintext vs. encrypted passwords.

PROJECT TITLE AND TIMELINE: <u>WIRESHARK MULTIPURPOSE LAB PROJECT</u>

Activities	Measurable Outcomes	Timeline	Responsible Persons
1 Wireshark developer consultation	Desirable analysis skill list	Jan 30 2015	Gonder / Phillips
2 Wireshark analyst consultation	Desirable analysis skill list	Jan 30 2015	Gonder / Phillips
3 Certification objective review	SLO list	Jan 30 2015	Gonder / Phillips
4 Adapt existing and create new Wireshark labs for Netlab	Lab to SLO match list	Feb 28 2015	Gonder
5 Compare to SLO list, prepare draft candidate lab list	Candidate lab list (24-30)	Feb 28 2015	Gonder
6 Prepare draft topology, prototype VMs	Netab proof of concept test list Expected operation of labs, VMs	March 30 2015	Phillips
7 Test candidate labs, select final lab list, record videos	Final lab list PDFs, SCORM assessments, videos	April 30 2015	Gonder / Phillips
8 Test / validate	UI, UX feedback from testers	May 30 2015	Gonder / Phillips
9 Finalize documentation, SCORM	Final package parts	June 30 2015	Gonder / Phillips
10 Set up training class	Netlab training class operation	July 15 2015	Gonder / Phillips
11 Organize rollout / download site	Download site available	July 30 2015	Gonder / Phillips

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