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Introduction Date	6/21/23
Enactment Number	23-1209
Enactment Date	6/21/2023
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**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

June 21, 2023

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Rebecca Lacocque, Director, High School Linked Learning

Subject: Grant Sub Agreement- Cabrillo Community College District - California Community College Chancellor's Office- Round 5 (23-24) - K-12 Strong Workforce Pathways Coordinator Grant

ACTION REQUESTED:

Approval by the Board of Education of a Grant Sub Agreement between the District and the Cabrillo Community College District, fiscal agent for the California Community College Chancellor's Office, Round 5 (23-24) K12 Strong Workforce Pathways Grant, to hire, host and supervise a K12 Workforce Pathways Coordinator to serve the larger region consisting of Peralta Community College District and its six feeder K12's, including Oakland Unified School District, in the amount of \$138,528.00 as described in the attachment, for the period of July 1, 2023 through September 30, 2024, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2023-2024 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
23-1426	Yes	Grant	Oakland Unified School District, Round 5 (23-24) K12 Strong Workforce Pathways Coordinator	To hire, host and supervise a K12 Workforce Pathways Coordinator to serve the larger region consisting of Peralta Community District and its six feeder K12's, including Oakland Unified School District.	July 1, 2023 - September 30, 2024	Cabrillo Community College District, fiscal agent for the California Community College Chancellor's Office	\$138,528.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$138,528.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Sub Agreement for Oakland Unified School District, K12 Strong Workforce Programs Pathways Coordinator, for fiscal year 2023-2024, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Sub-Agreement Packet


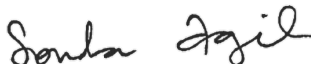
OUSD Grants Management Face Sheet

Title of Grant: Round 5 - K12 Workforce Pathways Coordinator grant	Funding Cycle Dates: 07/01/2023-09/30/2024
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Sarah Santoyo, Fiscal Agent K14 TAP's and K12 Workforce Pathways Coordinators Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706-1604	Grant Amount for Full Funding Cycle: \$138,528.00
Funding Agency: California Community College Chancellor's Office 1102 Q Street, 6th Floor Sacramento, CA 95811	Grant Focus: To hire, host and supervise a K12 Workforce Pathways Coordinator to serve the larger region consisting of Peralta Community District and its six feeder K12's, including Oakland Unified School District.
List all School(s) or Department(s) to be Served: All OUSD high schools; all Albany, Piedmont, Emery, Alameda, Berkeley high schools; all Peralta Colleges	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will fund a regional coordinator to leverage efforts funded through our and other K12 and Community College Strong Workforce projects, including but not limited to College and Career Pathways; Dual Enrollment; increased Matriculation and Persistence; and High School Graduation.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	All grant reporting will be through CALPADS.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Rebecca Lacocque Director of Linked Learning 1011 Union Street Oakland, CA 94607 (510) 879-4616 rebecca.lacocque@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Director	Rebecca Lacocque		05/09/2023
Chief Academic Officer	Sondra Aguilera		5/26/2023

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
PATHWAY COORDINATOR GRANT SUB-AGREEMENT
BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
AND
OAKLAND UNIFIED**

This agreement (hereinafter “Agreement”) is entered into between Cabrillo Community College District (hereinafter “FISCAL AGENT”) and Oakland Unified (hereinafter “SUBCONTRACTOR”). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, FISCAL AGENT was selected to serve as the fiscal agent for career technical education funding that supports the establishment of Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”).

WHEREAS, the PRIME SPONSOR, has directed the FISCAL AGENT to contract with Local Educational Agencies to host K12 Workforce Pathway Coordinators to provide technical assistance and support to local educational agencies in implementing career technical education courses, programs, and pathways.

WHEREAS, FISCAL AGENT has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **Peralta CCD** and the K-12 Local Educational Agencies within that community college district, to serve as the employer of record of the Pathway Coordinator and provide supervision of the position, and to provide the services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit B*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from **July 1, 2023, through September 30, 2024**, unless terminated earlier in accordance with the termination provisions of this Agreement. SUBCONTRACTOR is required to provide the services of the

Pathway Coordinator from July 1, 2023 through at least June 30, 2024, but may continue these services through September 30, 2024 as resources allow.

3. Total Cost

The total cost to FISCAL AGENT for performance of this Agreement shall not exceed \$138,528.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget (*Exhibit A*), which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment will not exceed the amount listed above in Section 3. "Total Costs".

The final invoice is due no later than December 31, 2024. All reporting must have been completed prior to payment on the final invoice.

FISCAL AGENT will provide the invoice form and instructions to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR and/or FISCAL AGENT, in a timely manner.

7. 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.

8. Program Design Requirements

FISCAL AGENT may request SUBCONTRACTOR to follow specific processes and procedures, complete forms or reports, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to and approved by the FISCAL AGENT. Substantial

changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractors

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

SUBCONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the FISCAL AGENT. The SUBCONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FISCAL AGENT, and are not entitled to benefits of any kind or nature normally provided to employees of the FISCAL AGENT and/or to which FISCAL AGENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation.

The SUBCONTRACTOR assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The SUBCONTRACTOR shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the SUBCONTRACTOR's employees. The FISCAL AGENT will not withhold taxes, unemployment insurance or social security for the SUBCONTRACTOR's employees or independent subcontractors.

The SUBCONTRACTOR agrees to indemnify and hold the FISCAL AGENT harmless from and against any and all liability arising from any failure of the SUBCONTRACTOR to withhold or pay any applicable tax, unemployment insurance or social security when due.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit B*), 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 approval by the FISCAL AGENT. 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 guidelines. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT 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.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project 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 of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that FISCAL AGENT, the PRIME SPONSOR, 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 FISCAL AGENT, the PRIME SPONSOR, 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 the performance of this Agreement.

15. 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 or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

16. Insurance

Acceptance of this Agreement constitutes that SUBCONTRACTOR is not covered under FISCAL AGENT's general liability insurance and that SUBCONTRACTOR agrees, during the term of this Agreement, to maintain, at the SUBCONTRACTOR's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to FISCAL AGENT. Specifically, during the term of this agreement, SUBCONTRACTOR shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

Workers' Compensation: SUBCONTRACTOR shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the SUBCONTRACTOR, and is exempt from the requirement of naming the FISCAL AGENT as Additionally Insured.

General Liability: The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.

Automobile Liability: If automotive vehicles are operated by SUBCONTRACTOR in SUBCONTRACTOR's performance of SUBCONTRACTOR's obligations under this agreement, SUBCONTRACTOR shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having AM Best's Key Rating of "A-" or better, unless SUBCONTRACTOR is self-insured or insured under a Joint Powers Authority, in which case FISCAL AGENT will review coverage and indicate in writing if coverage is acceptable. SUBCONTRACTOR shall furnish FISCAL AGENT with Certificates of Insurance evidencing such coverage. Such Certificate shall name FISCAL AGENT as additional insureds, and provide that it can be canceled only with thirty (30) days prior written notice to FISCAL AGENT. If any of the foregoing coverages expire, change, or are canceled, SUBCONTRACTOR shall notify FISCAL AGENT within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) 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 FISCAL AGENT under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the

event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination, and FISCAL AGENT will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by FISCAL AGENT and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, FISCAL AGENT receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of FISCAL AGENT or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable.

19. Assurances

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for standards of conduct, workers' compensation insurance, participation in grant-funded activities, non-discrimination, accessibility for persons with disabilities, drug-free workplace certification, intellectual property, and debarment and suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the FISCAL AGENT to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any

manner changing the terms of this Agreement, or stopping the FISCAL AGENT from enforcing the terms of this Agreement.

22. Compliance With Applicable Laws

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in Santa Cruz County, State of California.

SUBCONTRACTOR shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

23. Intellectual Property

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

24. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

25. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

26. Order of Precedence

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) The Agreement,
- 2) Exhibit B: Application, Scope of Work
- 3) Exhibit C, D

27. Notices/Contacts

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

For FISCAL AGENT:

Name of CCD: BACCC % Cabrillo Community College District
Address: 6500 Soquel Drive
City, State, Zip: Aptos, CA, 95003

Attention Name: Tootsie Torres
Title: BACCC Director, Regional Fiscal Operations
E-mail: tootsie@baccc.net
Telephone: 831-477-5555

For SUBCONTRACTOR:

Name of Lead LEA: Oakland Unified
Address: 1000 Broadway, Suite 300
City, State, Zip: Oakland, CA 94607

For project/program related matters:
Attention Name: Rebecca Lacocque
Title: Director of Linked Learning
E-mail: rebecca.lacocque@ousd.org
Telephone: 5103268054

For fiscal related matters:
Attention Name: Azeb Legesse
Title: Budget Analyst
E-mail: azeb.legesse@ousd.org
Telephone:

28. Signatures

This Agreement, together with the attachments hereto, represents the entire understanding between FISCAL AGENT and SUBCONTRACTOR with respect to the Grant. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. 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 the day that both Parties have signed the Agreement.


FISCAL AGENT
Cabrillo Community College District
Alex Strudley
Director of Procurement and General Services

(signature)

(date)

GRANTEE
Oakland Unified
Kyla Johnson-Trammell
Superintendent


Mike Hutchinson, President, Board of Education 6/22/2023

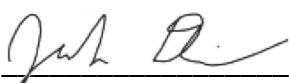


(signature)

6/22/2023

(date)

Approve As To Form:



Joshua R. Daniels
Chief Governance Officer

List of Exhibits

Exhibit A: Budget

Exhibit B: Scope of Work

[Exhibit C: Guidance Memorandum from the Chancellor's Office](#)

[Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14](#)

(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

Exhibit A: K12 Pathway Coordinator Budget Template

Contract Amount: \$138,528

Expenditure Period: July 1, 2023 - September 30, 2024

Please complete the budget below, providing a brief description of the expenditures planned in each category. For salary and benefits, or contract cost if using a professional services contract, specify the number of months, days, or hours that are being covered by the contract and the time period in which the position will be providing services. ***If the position is partially funded by the LEA, please describe in the budget table, the portion that is covered, the funding source, the percentage of the assignment, and the other duties that will be assigned.***

Allowable expenditures

- Salary & Benefits or contract if services of Pathway Coordinator are being obtained through a professional services contract
- Equipment and supplies as necessary to support the work of the Pathway Coordinator
- Conferences, travel/mileage reimbursement, professional development, software as required to support the position. Travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the SUBCONTRACTOR's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement.
- Expenses associated with convening LEAs and college(s) within the service area of the Pathway Coordinator
- Indirect: 4% of direct expenditures, not to exceed \$5,328

Expenditure Type & Description	Amount
1000 – Certificated Salary	
2000 – Classified Salary Salary	86,500
3000 – Employee Benefits Benefit	25,950
4000 – Books and Supplies	
5000 – Services and other operating expenditures Contract (if needed)	20,750
7000 - Indirect	\$5,328
Total:	\$138,528
Additional Funding Source (if any)	

Exhibit B: Scope of Work

K12 SWP Pathway Coordinator Scope of Work

As the host for the K-12 Pathway Coordinator serving the LEAs and the Peralta CCD the SUBCONTRACTOR will hire, through employment or professional services contract, a full-time K-12 Pathway Coordinator to deliver the services described in the Scope of Work below. While a full-time, 12-month assignment is preferred, for the purposes of this agreement a work assignment that is at least the equivalent of a 10 month, full-time teaching position is acceptable. All work compensated through this contract must be in service of the grant objectives.

The SUBCONTRACTOR will designate a supervisor for the K-12 Pathway Coordinator who is responsible for:

- providing broad oversight for the position
- facilitating engagement of the Pathway Coordinator in K-12 processes and meetings within the service area that relate to the goals of K-12 SWP
- assisting communication to the the LEAs and college(s) in the service area that K12 Pathway Coordinators are a resource for building systems of communication, grant reporting, technical assistance, and support for CTE events
- participating in a regular check-in with K12 PC (frequency is at the discretion of LEA Host and K12 PC)
- participating in at least one check-in meetings per year with a K-14 Technical Assistance Provider
- participating in a yearly written review of the K12 PC with a K-14 Technical Assistance Provider
- ensuring that the K-12 Pathway Coordinator has access to the services and resources needed to carry out the work

The Pathway Coordinator must have the computer technology and Internet connectivity needed to fully participate in on-line meetings and also be able to attend in-person meetings at various locations in the Bay region when public health guidelines permit. Office space may be provided, but is not required if the Pathway Coordinator is able to work remotely.

It is expected that each Pathway Coordinator will attend the California Community College Association of Occupational Education (CCCAOE) statewide conference once a year. Pathway Coordinators must comply with the all travel policies of the host LEA. Expenses incurred for attendance at the CCCAOE conference will be paid for by the regional consortium and reimbursed directly to the Pathway Coordinator.

The scope of work for this position is defined by section 88833 of the K-12 Strong Workforce Program legislation and by the 6 objectives mandated by the California Community College Chancellor's Office.

K-12 Strong Workforce Program Legislation

Ed Code Section 88833

(a)

(1) Commencing with the 2018–19 fiscal year, the amount appropriated in the annual Budget Act for support of the K–12 Workforce Pathway Coordinators and the K–14 Technical Assistance Providers shall be used to establish a K–12 Workforce Pathway Coordinator within the geographical boundaries of each community college district, unless otherwise determined by the Superintendent of Public Instruction and the chancellor’s office. K–12 Workforce Pathway Coordinators shall be selected through a competitive process jointly administered by the Superintendent of Public Instruction and the chancellor’s office, for the provision of technical assistance and support to local educational agencies in implementing career technical education courses, programs, and pathways under both the California Career Technical Education Incentive Grant Program established pursuant to Section 53070 and the K–12 component of the Strong Workforce Program. Duties of the K–12 Workforce Pathway Coordinators selected pursuant to this section include, but are not limited to, all of the following:

(A) Providing technical assistance and support to local educational agencies to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and private resources to ensure that pupils will achieve successful workforce outcomes. As part of this duty, each K–12 Workforce Pathway Coordinator, in consultation with the State Department of Education, shall ensure that K–12 career technical education programs are aligned with the California Career Technical Education Model Curriculum Standards adopted by the State Board of Education pursuant to Section 51226.

(B) Collaborating on behalf of the local educational agencies within the region with local community colleges, industry partners, local workforce investment boards, and other relevant agencies or organizations to support and align K–12 career technical education programs. As part of this duty, each K–12 Workforce Pathway Coordinator shall stay current with the needs of K–12 career technical education programs and their regional and local labor markets in order to provide guidance, in collaboration with local educational agencies, to the chancellor’s office, the Strong Workforce regional consortium, and industry representatives.

(C) Acting as first point of contact for local educational agencies, industry representatives, and employers with the intent of assisting local educational agencies to respond to industry needs and facilitating industry connection with K–12 career technical education programs.

(D) Cultivating collaborative communities so that local educational agencies and industry can collaborate and provide peer-to-peer knowledge exchange in areas of common interest to inform the development of high-quality education programs.

(E) Working in conjunction with the Deputy Sector Navigators and State Department of Education Industry Sector Leads to improve linkages and alignment of career education

pathways between middle schools, high schools, public postsecondary institutions, and the workforce.

(2) An individual associated with any of the following may apply to serve as a K–12 Workforce Pathway Coordinator, or any of the following may subcontract with an individual with expertise in K–12 education and workforce development to serve as a K–12 Workforce Pathway Coordinator:

(A) School districts.

(B) County offices of education.

(C) Charter schools.

(D) Regional occupational centers or programs operated by a joint powers authority or county office of education.

(3) The Superintendent of Public Instruction and the chancellor’s office shall agree upon an outcome-based assessment that allows for an evaluation of the K–12 Workforce Pathway Coordinators’ ability to perform the duties identified in paragraph (1). Data required for purposes of this evaluation shall be submitted by the K–12 Workforce Pathway Coordinators to the Superintendent of Public Instruction and the chancellor’s office at least annually, commencing in the 2019–20 fiscal year.

Chancellor’s Office Objectives

1. Act as a point of contact for and work with high school and community college CTE programs, Regional Directors for Employer Engagement, the Centers of Excellence and other workforce development stakeholders to effectively and efficiently engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K–14 career technical education programs.
2. Provide technical assistance to inform the development and implementation of CTE curriculum. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways.
3. Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development.
4. Inform and support the development and implementation of college and career exploration. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses.
5. Support postsecondary transitions and completion. Encourage and facilitate the intersegmental work between LEAs and Community Colleges.
6. Provide technical assistance to inform the development of work-based learning opportunities.

Workplan

The K12 Pathway Coordinators are required to develop specific performance outcomes for each fiscal year and a workplan for achieving these. In general the specific objectives, outcomes and workplan are to be developed through a consultative process that engages the Pathway Coordinator with the K-14 Career Pathway stakeholders including the LEAs and the community college district being served, the regional consortium, and other regional staff including the K-14 Technical Assistance Providers, other Pathway Coordinators, and Regional Directors for Employer Engagement in order to ensure the coordination and alignment of effort called for in the legislation. Workplans are to be signed off by the Pathway Coordinator's supervisor, the regional consortium and the Chancellor's Office. The workplan and budget is to be posted in NOVA, and progress is to be reported in achieving the workplan objectives twice a year on a schedule to be provided by the Chancellor's Office.

The following is an outline of the process for developing the workplan. The K-14 Technical Assistance Providers are responsible for working with the K-12 Pathway Coordinators to implement this plan.

These are new roles charged with developing and strengthening relationships and practices. It is anticipated that the plan for developing the workplan and the workplans themselves will evolve as we gain experience and learn what works.

Workplan Development/Review Process

1. Pathway Coordinators survey/convene LEAs and college(s) within the district they serve to identify candidate priorities
2. These priorities are brought forward in regional meetings for the purpose of identifying priorities that are shared across the region
3. K-14 Technical Assistance Providers and Pathway Coordinators define workplan objectives that advance regional priorities and that should be shared across the workplans of Pathway Coordinators
4. Pathway Coordinators develop workplans incorporating priorities of their district and shared regional objectives
5. Host LEA supervisor and BACCC sign off on workplan
6. Workplans posted to NOVA
7. Progress on workplan reported in December and June