

File ID Number	20-0930
Introduction Date	5/27/20
Enactment Number	20-0811
Enactment Date	5/27/2020
By	OS



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

May 27, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Lucia Moritz, High School Network Superintendent
Rebecca Lacocque, Director, High School Linked Learning

Subject: Grant Award and Grant Sub-Agreement - Year 1 - K12 Workforce Pathways Coordinator Grant - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of a Grant Award and Sub-Agreement from the Rancho Santiago Community College District for OUSD High Schools 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 for fiscal year 2020-2021, to accept same, pursuant to the terms and conditions thereof, and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant award for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-0930	Yes	Grant	Oakland Unified School District High Schools	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.	3/1/20 - 12/31/20	Year 1 - K12 Workforce Pathways Coordinator Grant	\$125,000.00

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: \$125,000.00

RECOMMENDATION:

Approval by the Board of Education of a grant award for OUSD High Schools for fiscal year 2020-2021, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Grant Award Letter

Grant Face Sheet


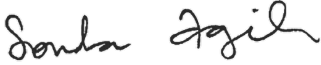
Grant Award Notification

Grant Sub-Agreement - Rancho Santiago Community College District

Title of Grant: Year 1 - K12 Workforce Pathways Coordinator grant	Funding Cycle Dates: March 1, 2020 – December 31, 2020
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: \$125,000.00
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 3.25% 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 3.25% 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 Oakland Unified School District 1000 Broadway, Ste. 440 Oakland, CA 94607 (510) 879-4616 rebecca.lacocque@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		4/16/2020
Chief Academic Officer	Sondra Aguilera		4/30/2020

Grant Office Obtained Approval Signatures:

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

Grant Award Notification

GRANTEE Oakland Unified School District 1000 Broadway, Suite 300 Oakland, CA 94607		RSCCD GRANT NUMBER		
		FY	Project No	Suffix
Attention: Rebecca Lacocque		18	2559	
Phone: (510) 326-8054		STANDARDIZED ACCOUNT CODE STRUCTURE		
Email: Rebecca.Lacocque@ousd.org		Resource Code	Revenue Object Code	
		6388	8590	
Name of Grant Program Strong Workforce Program K-12 Pathway Coordinators - Year 1				
GRANT DETAILS	Project Title	Award Amount	Award Starting Date	Award Ending Date
	K-12 Pathway Coordinator	\$125,000	3/1/20	12/31/20
<p>Congratulations! I am pleased to inform you that Oakland Unified School District has been selected as a host to the K-12 Pathway Coordinator for the Bay Area region in accordance to the regional application and selection process, and approval by the California Community Colleges Chancellor's Office.</p> <p>A sub-agreement between Rancho Santiago Community College District (Fiscal Agent) and grantee to award the funds will be sent to the point of contact listed in the application with instructions on executing the sub-agreement.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is made, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (RSCCD-100) to:</p> <p style="text-align: center;">Sarah Santoyo, Fiscal Agent Rancho Santiago Community College District 2323 North Broadway, Ste. 201 Santa Ana, CA 92706</p>				
RSCCD Contact Maria Gil		Job Title Fiscal Agent Specialist		
E-mail address Gil_Maria@rsccd.edu		Telephone (714) 480-7464		
Letter of Intent to award the K-12 Pathway Coordinator grant from Rancho Santiago CCD, Fiscal Agent			Date 2/24/20	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS				
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified in the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>				
Printed name of authorized agent Jody London		Title President, BOE		
E-mail address Jody.London@ousd.org			Telephone 510-879-8199 Ext. 31	
Signature 			Date 5/28/2020	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
OAKLAND UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 23rd day of March, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Oakland Unified School District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

WHEREAS, RSCCD 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 Community College District** in the **Bay Area Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, 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 March 1, 2020, through December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, 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 is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Sanoyo_Sarah@rscdd.edu) and Maria Gil (Gil_Maria@rscdd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, 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 dis-allowment of Grant funds.

8. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

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 RSCCD and approved by the PRIME SPONSOR. 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 all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), 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 PRIME SPONSOR. 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 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.

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 RSCCD, 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 RSCCD, 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 of the non-indemnifying party or any of its agents or employees.

16. 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 RSCCD 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 RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. 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 RSCCD 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, RSCCD 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 RSCCD 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, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201

Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: Rebecca Lacocque
Title: Director of College & Career Pathways
Address: 1000 Broadway, Suite 300
City, State Zip: Oakland, CA 94607
Phone No.: (510) 326-8054
E-mail: rebecca.lacocque@ousd.org

Fiscal Contact:

Name: _____
Title: _____
Address: _____
City, State Zip: _____
Phone No.: _____
E-mail: _____

19. 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.

20. 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.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit D* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. 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. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances


By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.


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 the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *Oakland Unified School District*

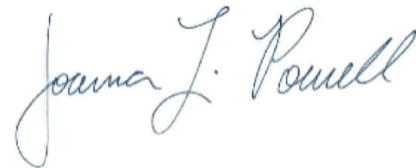
By: 
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: Mar 26, 2020

By: 
Name: Jody London
Title: President, Board of Education
Date: 5/28/2020

Board Approval Date: March 23, 2020

Employer/Taxpayer Identification Number (EIN)

Approved as to form by Joanna Powell, OUSD Staff Attorney, on 4/28/2020.



List of Exhibits

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Invoice Form and Instructions

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:

Scope of Work/Application

(Approved by the Chancellor's Office)



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APPLICATION TO HOST K12 PATHWAY COORDINATOR

The deadline to complete this application is Wednesday, February 12. Completed applications should be emailed to **mail+pchost@bccc.net**. Questions regarding the application should be emailed to **help@bccc.net**.

NOTE: BACCC will rank this application according to how well applicants demonstrate a commitment to serving the community college district and region, the level of grant management experience, nimble/flexible fiscal processes, the ability to manage and support the position, and the ability to fill the positions relatively quickly.

LEA	Oakland Unified School District (OUSD)
Community College District served	Peralta Community College District
Primary Contact	Rebecca Lacocque
Title	Director of College & Career Pathways
Email	rebecca.lacocque@ousd.org
Phone	510-326-8054

Please provide brief answers to the following questions:

1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district service area **including all middle and high school affiliates**? Include information such as:

a. How would you determine and support your service area’s focus?

Oakland Unified School District (OUSD) is deeply committed to regional K14 pathway work and has been a leader in coordinating and building high-quality pathways with our area’s K12 and community college partners since 2014. Leveraging public and private investment in our Linked Learning programs and through deep involvement in the California Career Pathways Trust (CCPT)-funded East Bay Career Pathways (EBCP) initiative, OUSD has built the infrastructure and expertise necessary to support the next level of K14 pathway development across the region.

As host to the K12 Pathway Coordinator serving the Peralta CCD service area, OUSD will



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build upon existing relationships with Albany, Alameda, Berkeley, Emery, and Piedmont school districts and the Peralta Colleges – Alameda, Berkeley, Laney, and Merritt – to align individual Strong Workforce Program (SWP) and CTEIG plans and facilitate the development of a regional K12 SWP action plan. The K12 Pathway Coordinator will review priorities identified in each SWP and CTEIG plan, convene SWP leads from each partner district to discuss priorities and common goals, surface any barriers to implementation, and work collaboratively to define regional roles, responsibilities, and timelines.

Throughout the year, the K12 Pathway Coordinator will facilitate project implementation by staffing on-going collaboration, collaboratively refining individual and collective milestones as the work progresses, liaising resources from within the service area and from others statewide, and establishing a work group to support practice-sharing and collective growth as a Peralta service area. The Coordinator will support systems cohesion by maintaining project progress reports to support the K12 districts and Peralta in communicating and influencing at the highest leadership levels in each organization and countywide.

b. Describe prior or existing collaborations with K12 and college partners that would support hosting this position.

Oakland Unified has extensive experience collaborating with the region's K12 and college partners:

- **OUSD's Chief Academic Officer and High School Network Superintendent** serve as Chairs along with Peralta's Vice Chancellor of Academic Affairs on the Education Impact Tables through the Oakland Promise.
- **The Director of College and Career Pathways** is the former Director of East Bay Career Pathways (CCPT 1) at Peralta Community College District and has extensive experience coordinating systems and faculty-level collaboration between K12 and college partners. The Director designed East Bay Career Pathways as a highly collaborative and outcomes-focused initiative. The project included 11 school districts, six colleges, four workforce development boards, and several other key community-based organizations. The initiative operated through deep and regular oversight from an Executive Committee, which included the Alameda County Office of Education Superintendent, the Chancellor of Peralta, and the Superintendents from Alameda, San Lorenzo, Oakland, and West Contra Costa. Monthly, Directors from each of the participating organizations convened as a Working Group; this body learned together from top technical assistance providers and each other, monitored the progress of the initiative, and collaboratively designed regional and subregional quarterly convenings where learning was developed and shared. The Director of College and Career Pathways in Oakland Unified has maintained regular and strong



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collaboration with partners still in their roles (Alameda USD, Berkeley USD, and Peralta have maintained staff since the CCPT1 project and we have remained trusted colleagues and collaborators formally and informally. The Director currently meets twice monthly with the Peralta Strong Workforce Director and communicates regularly with the Vice Chancellor of Academic Affairs. The Director also regularly collaborates with the Deans at Merritt and Laney Colleges to design and implement projects. The Director meets monthly with Alameda and Berkeley Unified to share practice and has ongoing and regular email and phone communication as needs arise.

- *The **Manager of Dual Enrollment** and **Dual Enrollment Specialist** are fully devoted to collaboration and systems building with the Peralta colleges; over 1,000 students are enrolled in Dual Enrollment each semester. The Vice Chancellor of Academic Affairs and both Vice Presidents and Deans at all four colleges – not to mention numerous teachers and faculty – are regular and trusted colleagues and collaborators in Dual Enrollment and Matriculation services.*
- *The **Coordinator of Skilled Trades and Apprenticeship** works closely with skilled trades programs at the colleges and coordinates a dozen Career Exploration Visits to the college CTE programs each year. CTE Deans and faculty at College of Alameda and Laney are close collaborators with the Coordinator of Skilled Trades and Apprenticeships.*
- *The **Coordinator of Work-Based Learning** works closely with Peralta CTE programs through summer concurrent enrollment, supporting 100 students each summer in credit-bearing and paid summer learning. The CTE Deans and faculty collaborate with the Coordinator of Work-Based Learning to identify high-interest summer offerings that align with OUSD's summer Exploring College, Career, and Community Options program.*
- *The **Coordinator of Industry Engagement** works closely with job training and career readiness efforts at Laney College and has begun to coordinate Advisory Boards in two sectors that include Peralta faculty.*
- *OUSD's pathway teachers have developed individual relationships with Peralta CTE faculty that inform pathway design, articulation and that facilitate transitions on K14 pathways.*

c. If your organization is proposing to serve multiple community college districts and host multiple K12 Pathway Coordinators, provide the rationale for doing so.

N/A

d. Describe CTEIG or K12 SWP partnerships in which your organization has played a role.

OUSD wrote highly collaborative SWP grants in Round One and Two. Using SWP funds,



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OUSD is now working with Peralta Student Support Services to introduce Career Pathway Transition Specialists. The financial investment is on the part of OUSD, but the onboarding and training are being done collaboratively. OUSD is also working with Peralta to launch a CTE Faculty Summit and Joint Industry Advisory Board in 2020-21, with funds coming from both organizations. The CTE Faculty Summit is designed to enable connections and planning for the Joint Industry Advisory Board.

OUSD is collaborating with Regional Director Richard Grotegut and Merritt College to maximize OUSD student participation in the Merritt College Cyber Security project, which has historically been a Regional Joint Venture.

OUSD also collaborates extensively with Regional Director Mark Martin and both Laney and College of Alameda to design and launch multiple Skilled Trades and Advanced Manufacturing events that OUSD and service area K12's participate in. The Coordinator of Skilled Trades is highly collaborative with area K12's to ensure maximum participation.

OUSD is a partner in the Alameda County Office of Education Strong Workforce Program, participating in quarterly meetings and a community of practice to explore innovations in college and career pathways for Newcomer students.

OUSD has leveraged CTEIG funds to develop a network of over 100 internship hosts for 500 students each summer. This program is designed and implemented in deep collaboration with Peralta CTE and the City of Oakland's Workforce Development Board to leverage and align employer engagement efforts. OUSD, Peralta, Alameda and Berkeley Unified are actively exploring shared Industry Advisory Boards, an effort made possible by CTEIG and SWP funds.

OUSD leverages CTEIG and SWP to staff local positions who partner regionally. Through relationships fostered since 2014, collaboration between OUSD and local K12's is organic and regular. The opportunity to host the K12 Pathway Coordinator would afford an opportunity for a more formalized and productive collaboration and alignment.

2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator. Include information such as:

a. What examples do you have of your organization's ability to serve as a fiscal agent for a K12 Pathway Coordinator? Include experience managing other grants.

The High School Linked Learning Office (HSLLO) manages over \$5 million in public and private grants annually. The HSLLO collaborates closely with Accounting, Legal, and the Board to ensure that all funds are loaded expediently and that reports are completed on time and with fidelity to the guidelines. HSLLO maintains precise back-up



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documentation for all restricted funds expenditures.

b. What evidence do you have of your organization's ability to process payments, travel, conference expenses?

The High School Linked Learning Office (HSLLO) has a dedicated (HSLLO) has a dedicated CTE Administrative Assistant who personally processes all payments, travel, and conference expenses. HSLLO works closely with a travel agent (Galaxy Travel) who has coordinated conferences and travel for OUSD for many years and ensures timely processing of travel expenditures. When employees seek reimbursement for travel, the HSLLO works closely with Accounts Payable to ensure timely reimbursement.

The HSLLO is located in the suite adjacent to fiscal departments and processes are efficient and timely. Despite OUSD's fiscal challenges, the HSLLO staff work closely and personally with fiscal staff to ensure a high-quality of customer service for vendors and staff. Excellence in this area is such a priority that the HSLLO invests in a full-time CTE administrative assistant who is fully focused on supporting smooth processing of the millions of dollars in the department.

c. What office space, technology, and administrative support is available to support this position.

The K12 Pathway Coordinator will have a dedicated workspace and space to host regional meetings. Regional meetings can be hosted at the District Office, which has well-appointed conference rooms and convenient parking.

OUSD is committing funds above the \$125,000 in order to provide a laptop with all needed software, reimbursement for travel throughout the region, and access to up to two conferences annually. The K12 Pathway Coordinator will get administrative support from the HSLLO's dedicated CTE Administrative Assistant, as well as from the District Tech Services personnel for technical set-up and trouble-shooting.

The K12 Pathway Coordinator will also leverage HSLLO resources, including in-house expertise on high-quality CTE, industry engagement, early college credit, matriculation services, pathway mapping, and leveraging and braiding state and other funding.

3. Once selected, describe how you would manage the K12 Pathway Coordinator.

a. Who will supervise this position?

The Director of College and Career Pathways will supervise the K12 Pathway Coordinator.



California Community Colleges

b. What is the plan to monitor and evaluate the performance of this position?

The Director of College and Career Pathways has 8 years of supervisory experience and currently monitors and evaluates the performance of 8 FTE. The Director of College and Career Pathways will have weekly check-ins with the Coordinator to support her/his work plan. The Director will collect quarterly feedback from service area K12's and colleges to inform continuous improvement and performance evaluation. This feedback will be crucial to ensuring the effectiveness of the Coordinator and supporting the satisfaction of service area organizations. The Director and Coordinator will follow OUSD's Classified Management evaluation protocol, which includes three formal sessions, from goal-setting to self-reflection to feedback.

c. What obligations would the K12 Pathway Coordinator have to the host institution apart from carrying out the K12 Pathway Coordinator duties?

The K12 Pathway Coordinator will be 100% focused on supporting the region's SWP priorities. The K12 Pathway Coordinator, whose primary point of contact at OUSD will be the Director of College and Career Pathways, may participate in biweekly HSLLO team meetings to maximize coordination. The Coordinator will work with OUSD as with other districts and colleges in an unbiased way, with equal obligation to each of the regional K12 and college district partners.

d. This position is responsible for serving multiple institutions and will be situated within an evolving organizational matrix with reporting relationships to the region including the K14 TAP, the regional consortium, the SWP Selection Committee, the Chancellor's Office, the California Department of Education, Regional Directors, Guided Pathways Coordinators, and Strong Workforce Program TAPs (e.g. COEs). How will your institution take this into account in providing supervision of this position? Please describe other positions hosted by your institution with a similar external orientation.

The High School Linked Learning Office works in close collaboration with the Peralta Community College District and neighboring LEA's. The majority of staff in the HSLLO spend a significant amount of their time collaborating with external organizations and partners and as such have a great facility with partnership development and regionalism. In addition, the Director of College and Career Pathways has prior experience as the Director of East Bay Career Pathways, serving the broader region, and is prepared to supervise and coach a position with this external orientation.

4. How will this position be filled?



California Community Colleges

a. How you would employ the K12 Pathways Coordinator (faculty on special assignment, release time, administrator, classified staff, independent contractor, etc.)

The K12 Pathway Coordinator will be hired as a classified administrator in order to attract key talent. The employee will be a 12-month employee with full benefits.

b. Will you recruit for this position or do you already have someone identified for the position?

The High School Linked Learning Office has begun to identify potential candidates and will hold a competitive process to consider these and other qualified individuals.

c. Describe how you would carry out the recruitment process.

The position will be posted on Ed Join and will be amplified through the professional networks of service area K12 districts and community colleges and through the BACCC network. OUSD will invite Peralta and neighboring LEA's to build out an eligibility pool and will work closely with Peralta and neighboring LEA's to identify the most qualified and appropriate candidate.

d. Will there be opportunities for other stakeholders to participate in the selection process?

OUSD's hiring manager will form a hiring committee that includes a Peralta partner and up to one partner per neighboring LEA. In addition, Regional Directors (formerly known as Sector Navigators) will be invited to participate in the process, as they will be key collaborators in the regional work.

e. What is your projected timeline for filling the position?

It may take up to eight weeks to fill the position. This timeline will include posting the position, recruiting for it, interviewing, and onboarding.

Budget

The annual budget is \$125,000. Describe the categories of expenditure and the amount you anticipate budgeting for each. The host is allowed, but not required, to claim an indirect of 4% (\$4,807).

Expenditure Type & Description	Amount
1000 – Certificated Salary	110,000



California Community Colleges

2000 – Classified Salary	
3000 – Employee Benefits	\$37,500
4000 – Books and Supplies	\$1,200
5000 – Services and other operating expenditures	\$4,000
7000 - Indirect	0

Oakland Unified is prepared to allocate additional state, local, and philanthropic funds to this position in order to attract key talent and to support the sustained success and institutionalization of the Coordinator role.

February 11, 2020

BACCC K12 Pathway Coordinator Host Application Committee:

Alameda Unified School District recommends the Oakland Unified School District (OUSD) be designated to host the K12 Pathway Coordinator for the Peralta Community College District.

Alameda Unified CTE staff collaborate regularly with our counterparts in Oakland Unified. Through monthly meetings and informal as-needed communication, Alameda Unified staff shares practice and collaborates on a regular basis with colleagues at OUSD.

Alameda Unified is presently working to implement initiatives similar to Oakland Unified: Early College Credit (dual and concurrent enrollment), Systems Alignment (data sharing, Counseling Community of Practice), Work-based Learning and Career Readiness (employer engagement, career readiness activities, advisory board) and Matriculation Supports. Our partnership with OUSD has deepened since 2014 through multiple regional collaborations, from CA Career Pathways Trust to the current Strong Workforce Program.

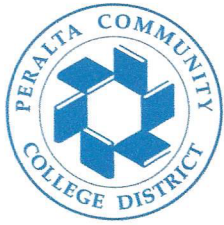
The Strong Workforce Program has funded highly collaborative and innovative projects, all of which require ongoing coordination and management. Alameda Unified would benefit from connecting more intentionally with Oakland Unified and the other districts that are in the Peralta catchment area. We believe having locally facilitated coordination by the K12 Pathway Coordinator will lead to greater improvements and linkages between our districts and Peralta.

As you consider which LEA is the best fit to host the K12 Pathway Coordinator for the Peralta Community College District, please consider our request to have Oakland Unified School District serve as the host organization.

Sincerely,



Sara Stone
Chief Academic Officer



Peralta Community College District

333 East Eighth Street • Oakland, California 94606 • (510) 466-7200

February 12, 2020

BACCC K12 Pathway Coordinator Host Application Committee:

Peralta Community College District highly recommends Oakland Unified School District (OUSD) to host the K12 Pathway Coordinator for the Peralta Community College District. This new role is one we have long looked forward to, and we anticipate close and regular collaboration.

Oakland Unified is a long-time and trusted partner in the region. Peralta has a deep partnership with OUSD through Early College Credit (dual and concurrent enrollment), Systems Alignment (data sharing, Counseling Community of Practice), Work-based Learning and Career Readiness (employer engagement, career readiness activities, advisory board) and Matriculation Supports. This partnership has deepened since 2014 through multiple regional collaborations, from CA Career Pathways Trust to the current Strong Workforce Program.

Oakland Unified has 33 CTE pathways across multiple sectors, all of which articulate to Peralta CTE and career pathways. Oakland Unified's College and Career Pathways staff and leadership are trusted colleagues. Through dual enrollment and matriculation efforts, faculty are connected and building curricular and support bridges for a seamless transition to post-secondary. The K12 Pathway Coordinator will serve as a critical connector for our systems, programs, and ultimately students.

The Strong Workforce Program has enabled highly collaborative and innovative projects, all of which require ongoing coordination and management. Oakland Unified staff collaborate with District and College staff to design, implement, and progress monitor efforts. Oakland Unified hosting the K12 Pathway Coordinator position is the natural next step in our partnership.

Amongst the neighboring feeder districts, Oakland is by far the largest feeder. Two of our colleges are located in Oakland, thus making us geographically proximal as well.

As you consider which LEA is the best fit to host the K12 Pathway Coordinator for the Peralta Community College District, please consider our support for Oakland Unified School District as the host organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Siri Brown".

MARIE J. BROWN ON BEHALF
OF SIRI BROWN 2/12/20

Siri Brown
Vice Chancellor, Academic Affairs
Peralta Community College District

Berkeley PUBLIC SCHOOLS

Berkeley Unified School District

February 10, 2020

BACCC K12 Pathway Coordinator Host Application Committee:

Berkeley Unified School District (BUSD) highly recommends the Oakland Unified School District (OUSD) to host the K12 Pathway Coordinator for the Peralta Community College District.

Berkeley Unified College and Career staff collaborate regularly with their counterparts in Oakland Unified. Through monthly meetings and informal as-needed communication, Berkeley Unified staff shares practice and collaborates on core and innovative projects.

Oakland Unified is a long-time and trusted partner in the region. BUSD has a strong partnership with OUSD through shared practices: Early College Credit (dual and concurrent enrollment), Systems Alignment (data sharing, Counseling Community of Practice), Work-based Learning and Career Readiness (employer engagement, career readiness activities, advisory board) and Matriculation Supports. This partnership has deepened since 2014 through multiple regional collaborations, from CA Career Pathways Trust to the current Strong Workforce Program.

The Strong Workforce Program has enabled highly collaborative and innovative projects, all of which require ongoing coordination and management. Oakland Unified staff collaborate with District and College staff to design, implement, and progress monitor efforts. Oakland Unified hosting the K12 Pathway Coordinator position is the natural next step in our partnership.

Amongst the neighboring feeder districts, Oakland is by far the largest feeder. Two of our colleges are located in Oakland, thus making us geographically proximal as well.

As you consider which LEA is the best fit to host the K12 Pathway Coordinator for the Peralta Community College District, please consider our support for Oakland Unified School District as the host organization.

Sincerely,



Wyn R. Skeels
CTE Program Supervisor
Berkeley Unified School District

Exhibit B:
Invoice Form and Instructions

LEA/ROP LETTERHEAD/LOGO

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

LEA/ROP Accounting Office Contact:

LEA/ROP Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the Fiscal Agent in-box (Gil_Maria@rscdd.edu). The e-mail subject line must state "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Example: Invoice Enclosed - LAUSD/SWP K12 Pathway Coordinator/DO-18-2559-21

If you are submitting a corrected invoice, please state it in the subject line "REVISED Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact the Fiscal Agent at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Name – Enter the LEA/ROP name. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the LEA/ROP address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – N/A

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCCCO.

LEA/ROP Accounting Office Contact Information – Identify an accounting office contact.

LEA/ROP Program Contact Information – Identify a program contact who can address questions about the work performed.

Exhibit C:
Guidance Memorandum from
the Chancellor's Office



California Community Colleges

MEMORANDUM

November 5, 2019

19-023| Via Email

TO: K-12 Local Education Agencies
California Community College Regional Consortia

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

CC: Matthew Roberts, Ed.D., Dean of Field Operations
Workforce and Economic Development Division

Michelle McIntosh, Education Administrator
California Department of Education

CCCCO Staff
Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
CTE Deans
Statewide Directors
Regional Directors, Employer Engagement
Technical Assistance Providers
ASCCC

RE: **Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work**

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to implement a regional technical assistance structure to assist teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support both the CTE Incentive Grant Program and the K-12 component of the Strong Workforce Program with the

Chancellor's Office, Workforce and Economic Development

1102 Q Street, Sacramento, California 95811 | Sixth Floor | 916.445.8752
www.CaliforniaCommunityColleges.cccco.edu

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

positions of K14 Technical Assistance Providers and K12 Pathway Coordinators. Funding is inclusive of eight K14 Technical Assistance Providers (TAPs) (one per California Community College regional consortium) and 72 K12 Pathway Coordinators (K12 PCs) (one per California Community College district).

ROLLOUT AND IMPLEMENTATION TIMELINE FOR 2019-20 K12 PATHWAY COORDINATORS:

The proposed timeline for applications, selection, and onboarding and training of K12 Pathway Coordinators is as follows:

Table 1. Implementation timeline for K12 Pathway Coordinators.

DATE	ACTIVITY	RESPONSIBLE
November 1, 2019	Formal announcement of scope of work of K12 PCs available on line.	Chancellor’s Office
November 2019	<p>Each Regional Consortia will manage a process to recruit and select hosts for each of the K12 Pathway Coordinators. Per agreement between CCCCCO and CDE, 11 LEAs that hosted CTEIG Technical Assistance Providers are preapproved to host K12 Pathway Coordinators and to transition the previous CTEIG TAPs into the K12 Pathway Coordinator positions. Note that host organizations are limited to those listed in Education Code Section 88833(a)(2):</p> <p>(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:</p> <p>(A) School districts.</p> <p>(B) County offices of education.</p> <p>(C) Charter schools.</p> <p>(D) Regional occupational centers or programs operated by a joint powers authority or county office of education.</p>	Regional Consortia

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

DATE	ACTIVITY	RESPONSIBLE
December 2019 to January 2020	Regional Consortia facilitate selected LEA hosts to contract with Rancho Santiago CCD, the fiscal agent responsible for sub-granting to host LEAs.	Statewide Fiscal Agent
December 2019 to February 2020	Selected LEA hosts recruit and select K12 Pathway Coordinators according to guidelines provided in this document and by Regional Consortia as part of their process for selecting host LEAs. LEAs notify Regional Consortia, Statewide Fiscal Agent, CCCCCO, and CDE of their selections.	Host LEAs
February - March 2020	Onboarding and Orientation for K12 PCs via a 2-day in-person training. Elements of this training will include scope of work, regional structure, programming and other knowledge to perform duties to support the program, and discuss outcome measures.	CCCCCO, CDE, K14 TAP, and Regional Consortia
Spring 2020	Continued onboarding and orientation for new K12 PCs. And ongoing reporting and convening of K12 PCs network and professional development as appropriate.	CCCCCO, CDE, K14 TAP, and Regional Consortia

REGIONAL DISTRIBUTION OF K12 PATHWAY COORDINATORS

72 Regional Distribution	Joint	CTEIG
Bay	16	1
Central/Mother Lode	6	2
Inland Empire/Desert	8	1
LA/Orange	12	3
North/Far North	9	2
San Diego/Imperial	5	1
South Central Coast	5	1
Grand Total	61	11

The distribution of K12 Pathway Coordinators per legislation is 1 per community college district. The chart shows the regional distribution. To leverage past investments in technical support for CTEIG, selected LEAs will be pre-approved to transition CTEIG TAPs into the K12 Pathway Coordinator positions. The Regional Consortia will reach out to the

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

pre-approved LEAs to confirm their willingness to transition the CTEIG TAPs into this new role.

KEY OBJECTIVES

The K12 Pathway Coordinator seeks to improve the performance of the K14 CTE programs within her/his service area as measured by the CTEIG, K-12 SWP Metrics and guided by the K14 Pathway Quality Rubric. This is done through: providing direct support to, and helping to link and align the program development efforts funded by CTEIG, K-12 SWP and Community College Strong Workforce Program investments in the service area; through drawing attention to and engagement with labor market and program performance information and the region's workforce development plan; and through coordination with other regional key talent including the K-14 TAP, Regional Directors for Employer Engagement, the Centers of Excellence, Guided Pathway Regional Coordinators, and the Regional Consortium.

The following are the minimum required objectives for this job; others may be added to meet project 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.

REQUIRED ACTIVITIES

The following are the minimum required activities; others may be added to meet project objectives.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

1. Engagement with the regional consortia
 - a. Regular engagements with Regional Consortia Chair, K14 TAP, Regional Directors for Employer Engagement and other Technical Assistance Professionals associated with the work to ensure consistent reporting and accountability.
 - b. Participation in the region's annual process for developing and revising its regional plan.
2. Partnerships with local education agencies
 - a. Support connection with feeder K12 administrators, counselors, and teachers.
 - b. Work with LEAs to increase knowledge and use of labor market data supplied by the CCCCO Center of Excellence.
3. Data use
 - a. Facilitate the use of data to identify existing pathways and gaps among K12 feeder districts and help make recommendations for furthering pathway development.
 - b. Assist LEAs and community colleges with using Cal-PASS Plus to assess student's transitions from K12 to community college.
 - c. Identify and use indicators to self-assess.
 - d. Identify and use data to review K14 pathway development and implementation.
4. Dissemination of Model Pathways and Curriculum
 - a. Assist K12–community college network development by identifying, documenting, and disseminating examples of emerging, promising, and best practices for pathway development and pathway improvement initiatives.
 - b. Plan and implement training and professional development for local districts and schools.
5. College and career exploration
 - a. Participate in on/off-campus student outreach and recruitment activities related to K-14 career pathways, including pre-enrollment advising, application workshops, college presentations, campus tours, campus visit programs, outreach conferences, college fairs, and other support services.
6. Post-secondary transition and completion
 - a. Encourage high-quality implementation and expansion of early college credit.
 - b. Coordinate with local community college's Office of Outreach to support a comprehensive program of student outreach and recruitment services for prospective students from feeder K-12 school districts.
 - c. Coordinate with Student Services in advising and support services designed to facilitate course registration for concurrently enrolled high school students; collaborate with instructional divisions to develop and coordinate course offerings at area high schools.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

- d. Develop and direct programs to inform K-12 students, teachers, counselors, parents, and the public about pathway opportunities available at partnering community colleges.
7. Work-based learning
 - a. Engage local support from industry and local workforce development agencies for implementation of CTEIG and K12 Strong Workforce Program to promote relevance and value of education pathways for students' career preparation.
 - b. Coordinate industry and workforce development outreach efforts with the K14 Technical Assistance Providers, California Community College Regional Directors and State Department of Education Industry Sector Leads.
 - c. Support implementation of career exploration curriculum, such as CalCRN and *Get Focused, Stay Focused*.
8. Coordinate with Statewide, regional and local development and distribution of student outreach publications and marketing communications to prospective students, school district personnel, and community members.
9. Perform other duties as assigned.

REQUIRED PERFORMANCE OUTCOMES

The K12 Pathway Coordinators are required to develop specific performance outcomes for 2020-21 and a workplan for achieving these in consultation with the CTE IG and K12 SWP grantees within their service area and under the guidance of the K-14 TAP. The workplan and outcomes are to be shared with the service area's CTE programs and the Regional Consortium.

K12 STRONG WORKFORCE METRICS

K12 SWP Metrics that measure K-12 student-level outcomes:

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school. (Source: CALPADS & CCCC MIS)

**not currently in CALPADS*

K12 SWP Metrics that measure postsecondary student-level outcomes:

- Completed 9+ CTE units in first year of CA Community College.
- Attained a CA Community College certificate/degree or journey level status.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

- Transferred to a four-year institution after exiting CA Community College.
- Entered registered apprenticeship after participation in high school preapprenticeship program (currently exploring)

**Source: CCCCCO MIS, CSUs, UCs, National Student Clearing House, DAS, CDE*

K12 SWP Metrics that measure employment student-level outcomes:

- Employed in a job closely related to field of study after exiting CA Community College (Source: CCCCCO CTEOS)
- Median annual earnings of students after exiting CA Community College*
- Attained a living wage after exiting CA Community College*

**Source: EDD data*

The following K14 Pathway Quality Rubric (Table 2) shows examples of baseline expectations for pathway development, effective practices for targeting of activities, and leading indicators that support the objectives, activities, and most importantly the outcomes listed in this scope of work. The leading indicators are intended to be captured in expenditure and progress reports to the CCCCCO and CDE.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

Table 2. K14 Pathway Quality Rubric

Curriculum			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes :
2 sequential CTE courses aligned with 1 or more regional post-secondary pathways	2-3 or more sequential CTE courses aligned with multiple regional post-secondary pathways	Number of K14 pathways	# of students who completed 2+ CTE courses in high school in the same program of study.
K12 faculty collaboration	Collaboration within and across K12 and post-secondary faculty	Number of faculty pathway collaboration meetings and activities	# of students who completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
	1 or more contextualized academic courses;		# of students who entered registered apprenticeship after participation in high school pre apprenticeship program.
	CTE courses qualified A-G for UC/CSU eligibility		# of students who attained a CA Community College certificate/degree or journey level status.
	Includes completion of a postsecondary credential		
	Extended-day and summer pathway programming		
College and Career Exploration			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
College & Career Exploration within or outside a CTE Course	Dedicated College and Career Exploration Curriculum framework taught as a standalone course or as units deployed across series of courses	Number of LEA's adopting common CCE curriculum or dedicated coursework	N/A
Postsecondary Transition and Completion			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Articulated or Credit by Exam Courses that offer High School student's college credit.	Dual Enrollment/other early college completion for career education and/or senior capstone course(s)	Number of articulated or Credit by Exam pathway courses offered	% (rate) of students who graduated high school.
Participation in college visits, college fairs, or other college awareness activities	Development of long-term college and career plans linked to future college education planning		

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

Educational and career exploration planning prior to high school graduation	Matriculation support no later than 11 th grade (orientation, FAFSA, enrollment svcs, etc)	Number of Dual Enrollment pathway courses/other early college attainment	# of students who enrolled in a CA Community College within one year of leaving secondary school.
Support for HS counselors to incorporate career goals and CTE pathways into college counseling	Access to college counseling & other support (ed planning, remediation, acceleration, bridge prog's)	Students receiving matriculation support or access to college counselors	# of students who completed 9+ CTE units in first year of CA Community College. # of students who transferred to a four-year institution after exiting CA Community College.

Work-Based Learning/Employment

Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Pathway offers WBL activities that support career awareness and exploration – industry speakers, industry site visits, participation in career fairs, etc	Pathway offers a full continuum of WBL activities for all pathway students such as career awareness, exploration, and preparation including job shadowing, industry interviews, employer mentors, unpaid and paid internships	Number of students participating in any WBL Number of students participating in paid or unpaid internship	# of students who are employed in a job closely related to field of study after exiting CA Community College. Median annual earnings of students after exiting CA Community College. # of students who attained a living wage after exiting CA Community College.

ADDITIONAL INFORMATION

Additional information that may be useful to LEAs drafting the K12 Pathway Coordinator job description are provided below.

The K12 Pathway Coordinator will have knowledge of:

1. Career exploration and labor market information.
2. California K12 data collection systems and practices.
3. Personnel and budget management principles, procedures, and strategies.
4. Principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.
5. Public relations, group presentations, and effective communication in a diverse environment.
6. Student advisement, public speaking, workshop development, and group facilitation principles and practices.
7. K12 and Community college Career Technical Education programs.
8. Principles and practices of project management.

The K12 Pathway Coordinator will have the ability to:

1. Conduct meetings, facilitate groups and workshops.
2. Develop and administer a comprehensive program work plan, budget, and outcomes.
3. Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
4. Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
5. Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
6. Communicate clearly, concisely, and effectively both orally and in writing with industry, students, staff, faculty, outside agencies, and the public.
7. Travel to off-campus functions and transport presentation materials and equipment.
8. Organize and conduct special events in conjunction with other college departments and programs.
9. Attend instructional and student services meetings, as well as local, regional or State Career Pathway and Dual Enrollment meetings, as needed.
10. Represent K12 Strong Workforce Pathways at relevant state and federal conferences and industry events.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

Education and experience

1. Bachelor's degree from an accredited college or university and three full years of full-time K-12 school district, county office of education, college, or university work experience in a lead position. Demonstrated sensitivity to and understanding of the diverse cultures of high school and community college students.

Desired experience

1. K-14 advising, career pathway and/or grant experience.
2. Experience working with special populations students.

If you have questions about K12 Strong Workforce Program, please contact Alejandro Sandoval at asandoval@cccoco.edu.

Exhibit D:
Terms and Conditions
(Article I and Article II)

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

ARTICLE II

Standard Legal Terms and Conditions
(Revision 5/15/14)

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the Chancellor's Office, California Community Colleges (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. All payments must be requested via invoice and emailed to accountspayable@cccoco.edu. Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by February 28. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

2. Budget Changes

- Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant

Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet." The project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.

- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Amendments for Time Extension or Augmentations

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

4. Reporting

The following reports shall be submitted by the due dates indicated for the duration of the grant term. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

- 1st Quarter – October 31
- 2nd Quarter – January 31
- 3rd Quarter – April 30
- 4th Quarter – July 31
- Final Report – February 28

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline.**

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of

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appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

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

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

Article II-Standard Legal Terms and Conditions

- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

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Grantee agrees that 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 Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of 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 or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to

those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. **Avoidance of Conflicts of Economic Interests.**
 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The

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term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided

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to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

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- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will authorize Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and

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references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

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- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of

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Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

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

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or

otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to

constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

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- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

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- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
 - 1. Receive a copy of the Grantee's drug-free policy statement; and,
 - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

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4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.