



COLLABORATING TO BETTER SERVE
THE EDUCATIONAL NEEDS OF ADULTS

Certification of Eligibility Instructions, Terms & Conditions

AB86 Adult Education Consortium Planning Grant

**Funding Fiscal Year: 2013-2014
Performance Year: 2013-2015**

Funding source: AB86, Section 76, Article 3

Certification of Eligibility Cover Letter must be received electronically at the California Community Colleges Chancellor's Office
E-mail: ab86@cccoco.edu
by **5:00 p.m. on Friday, January 31, 2014**

Supporting Documents must be received electronically at the California Community Colleges Chancellor's Office
E-mail: ab86@cccoco.edu
by **5:00 p.m. on Monday, February 24, 2014**

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AB86 Adult Education Consortium Planning

A. INTRODUCTION

California has the opportunity to rethink and redesign an educational system to establish linkages for students across the California Department of Education and the California Community College Chancellor's Office adult education systems that provide adults with the academic and career skills needed to enhance student success. To that end, the legislature and Governor have put in place two unprecedented indicators of California's commitment to improve the adult education.

First, the legislature has committed funds to AB86 regional consortia of K-12 and community college districts to collaborate regionally to develop plans for expanding and improving adult education services by creating linkages between the two educational systems. Regional collaboration provides capacity for the K-12 and community college adult education programs to find common ground and cross historical geographic and cultural boundaries to provide seamless transitions for students. There currently exists in some areas a rich history of collaboration and a range of partners in place that have a regional perspective on policies and programs. Regional collaboration will manifest itself differently in each consortium and may involve a few or many partners.

Second, as funding for education in California rebounds from the years of fiscal crisis, local K-12 districts also are adjusting to changes in how funding flows from the state through the restructured Local Control Funding Formula (LCFF). For adult education, the LCFF legislation imposes a maintenance-of-effort requirement on adult education, which reads;

"For the 2013–14 and 2014–15 fiscal years only, of the funds a school district receives for purposes of regional occupational centers or programs, or adult education, the school district shall expend no less than the amount of funds the school district expended for purposes of regional occupational centers or programs, or adult education, respectively, in the 2012–13 fiscal year."

The maintenance of effort requirement ensures that K-12 districts remain committed to providing a specific level of adult education funding, as well as establish linkages, to improve the adult education system in California.

B. AB86 OVERVIEW

This Certification of Eligibility document contains general instructions, procedures, formats, timelines, and reporting requirements for the AB86 Planning Grant. This is a noncompetitive grant for regional consortia made up of K-12 school districts and community college districts within the 72 community college district boundaries to develop plans to better serve the educational needs of adults.

Title:	AB86, Section 76, Article 3, Adult Education Consortium Planning Grant
Funding Source:	AB86, Section 76, Article 3
Funding Period:	March 5, 2014 through June 30, 2015
Total Funds Available:	\$25,000,000 (\$22,500,000 for regional consortia grants and \$2,500,000 for statewide coordination and technical assistance)
Required Match:	No match required
Number of Awards:	72 (funding allocation based upon formula)

According to Assembly Bill 86 (AB86) Section 76 Article 3, the Chancellor of the California Community Colleges and the State Department of Education shall, pursuant to funding made available in the annual Budget Act, jointly provide planning and implementation grants to regional consortia of community college districts and school districts for the purpose of developing regional plans to better serve the educational needs of adults.

AB86 provides the opportunity for developing the statewide collaboration and regional approach needed to maximize the state's return on its investment in adult education. It provides focused priorities and a new regional design for the California Department of Education and the California Community College Chancellor's Office adult education programs based on the state's critical educational and workforce needs.

To respond to AB86, Section 76, Article 3, the California Community College Chancellor's Office and the California Department of Education jointly established an AB86 Cabinet of six members, three from each agency. The Cabinet, in turn, established and oversees a Work Group comprised of twelve members, four representing adult education programs in school districts, four representing adult education programs in community colleges, and four staff members, two from the CCCC and two from the CDE.

Program Areas

AB86, Section 76, Article 3 provides the one-time funding for adult education consortia planning. The total budget for regional consortia planning awards is \$22.5 million. This grant provides planning and implementation funds to regional consortia to improve the delivery of adult education in the following program areas and address existing gaps in programs and services (note: all areas must be addressed by each consortium):

- 1) Elementary and secondary basic skills, including classes required for a high school diploma or high school equivalency certificate.
- 2) Classes and courses for immigrants eligible for educational services in citizenship and English as a second language, and workforce preparation classes in basic skills.
- 3) Education programs for adults with disabilities.
- 4) Short-term career technical education programs with high employment potential.
- 5) Programs for apprentices.

Objectives

AB86 outlines expectations and as well as planning and implementation requirements to establish the regional consortia for the provision of adult education in all areas of the state. AB86 provides funding to support these collaborative efforts. These grant funds shall assist adult education consortia to accomplish each of the following objectives:

- 1) An evaluation of current levels and types of adult education programs within its region, including education for adults in correctional facilities; credit, noncredit, and enhanced noncredit adult education coursework; and programs funded through Title II of the federal Workforce Investment Act, known as the Adult Education and Family Literacy Act (Public Law 05-220).
- 2) An evaluation of current needs for adult education programs within its region.
- 3) Plans for parties that make up the consortium to integrate their existing programs and create seamless transitions into postsecondary education or the workforce.
- 4) Plans to address the gaps identified pursuant to paragraphs (1) and (2).
- 5) Plans to employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.

- 6) Plans to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.
- 7) Plans to leverage existing regional structures, including, but not necessarily limited to, local workforce investment areas.

All of the objectives will be addressed in the Regional Comprehensive Plan developed and submitted by each consortium.

Reports to the Legislature

As required by the legislation, two reports – compiled by the AB86 Work Group – will be submitted to the legislature:

- By March 1, 2014, a status report will be presented to the legislature and Governor which identifies regional consortia members in all parts of the state and summarizes the distribution of the planning funds.
- By March 1, 2015, a second report will be presented to the legislature and Governor which includes the regional consortia plans and the conclusions drawn from those plans.

The legislature will expect the second report to identify what is needed to expand and improve the provision of adult education throughout the state. The second report will include suggestions on consortia structures including leadership and decision making processes, future delivery models, and expanding the critical linkages between the K-12 and Community College systems that enable student progress and completion. The report, resulting from the consortia's planning processes, offers a unique opportunity to document the need for additional funding. A close review of what has been presented from each region will be the basis for this summative report, as this work will inform policy and determine funding for additional improvement in the state's delivery system serving adult learners.

C. ELIGIBILITY

Definitions

For the purpose of AB86 planning awards, the following definitions apply:

- A **region** is defined as the geographical boundaries of a community college district.
- A **consortium** is at least one community college district and at least one school district within the geographical boundaries of the community college district.

- A **member** is defined as public school district or community college district within the geographical boundaries of the designated region.
- A **partner** is determined by the local consortium's membership.

Criteria

- (1) Eligibility to receive AB86 planning awards shall be limited to consortia consisting of at least one community college district and at least one school district within the geographical boundaries of the community college district. Reference the community college district map at <http://cccgis.org/CCCDistrictBoundaries/tabid/626/Default.aspx>
- (2) Consortia need to demonstrate and implement systems of shared-leadership between K-12 and community college members in the consortia.
- (3) Only a school district or a community college district may serve as the consortium's fiscal agent, as determined by the consortium. The fiscal agent does not determine the leadership structure of the consortium.
- (4) If a community college district chooses not to participate in a consortium, a neighboring community college district may form a consortium with school districts within the boundaries of the nonparticipating community college district. Funds designated for the nonparticipating community college district region will be awarded to the neighboring community college district region and must be used for developing a plan for the region defined by the nonparticipating community college district boundaries.
- (5) Districts may be members of only one consortium. Although school districts and community college districts may be members of only one consortium, they may be partners or participate in multiple consortia.
 - For example: If a school district crosses two or more community college district geographic boundaries, the school district must choose to be a member of only one consortium. However, the school district may be a *partner* with other consortiums.
- (6) Consortia members will determine who may be a partner within the consortia. Consortia partners may include entities providing adult education courses, including, but not necessarily limited to, correctional facilities, local workforce investment boards, other local public entities, community-based organizations, and/or social service organizations.
- (7) A consortium may be made up of more than one region if members agree to merge into a single consortium. In this case, the allocation for those regions will be combined and issued to the fiscal agent of that consortium.
- (8) If an applicant consortium does not meet the established eligibility criteria, a revised response will be required prior to awarding the funding. The CCCCO and the CDE reserve the right to deny funding to consortia found not to meet the required criteria.

D. FUNDING FORMULA

The Table of Regional Awards in Appendix A shows the regional breakout for consortium awards for the AB86 regional adult education program planning.

E. PERFORMANCE PERIOD

The performance period for the funded Adult Education Regional Consortia is from March 5, 2014 through June 30, 2015. All performance under this allocation shall be completed by June 30, 2015.

F. REQUIRED APPLICATION CONTENT

1. Certificate of Eligibility Cover Sheet – Due by Friday, January 31, 2014

The Chief Executive Officer/Superintendent/Designee of the fiscal agent (community college district or school district) will submit a Certificate of Eligibility Cover Sheet with signatures within the electronic submission identifying the school district or community college district that will be the fiscal agent for the consortium, if funded. See Appendix B: Application Forms and Templates for the Eligibility Cover Letter template (B.1). The Certificate of Eligibility Cover Sheet will contain:

- Fiscal Agent's name, address, and contact information
- Brief description of the process used to determine the fiscal agent
- Primary contact information for this application (name, title, phone, and email)
- List of participating members

2. Intent-to-Participate Member Signature Forms – Due by Monday, February 24, 2014

Each community college district and school district participating in the consortium must submit an Intent-to-Participate Member Signature Form. The form must be signed by each district's Chief Executive Officer, Superintendent, or Designee. It is understood that the makeup of the consortium may change within the performance period. Please submit Intent-to-Participate letters from those member districts that are currently committed to participating in the planning project. See Appendix B: Application Forms and Templates for the Intent-to-Participate Member Signature Forms (B.2). Consortia must be comprised of at least one community college district and one school district. The Intent-to-Participate Member Signature Form is located in the attachment to the Certification of Eligibility.

3. Project Management Plan – Due by Monday, February 24, 2014

Shared project management is essential to ensuring that effective collaboration exists among all partners, that planning objectives will be met, and that project deliverables will be completed within the timeline defined in this Certification of Eligibility document. The AB86 Work Group recognizes that adult education consortia are at the early stages of this planning process. Given the consortium's planning stage, please address the elements listed below.

Project Management Narrative (not to exceed eight pages, single spaced, 1" margins, 12 pt. Arial font). Responses to the following bullets should reflect **shared leadership** between both systems.

Organizational Structure

- **Consortia Membership:** Describe existing collaborative relationships, between the community college district and school districts related to adult education. Identify how these relationships may inform the planning process going forward.
- **Partnerships:** List any identified partners and describe how these relationships may inform the planning process going forward.

Shared Leadership Strategies

- Describe the shared leadership strategies that may be used during the planning project. Examples may include meetings, MOUs, co-chairs, decision-making processes (including resource allocation), advisory groups, and consortia member and partner agreements.

Project Planning Roles and Responsibilities

- Identify the co-chairs, project directors, and/or the person(s) responsible for oversight of the project, and describe the roles and responsibilities that they will assume, including the timely submission of required reports.
- Identify other staffing that may be necessary for planning.

Communication

- Explain how the planning process will be communicated to districts, adult education providers, and other organizations in the region.
- Describe strategies that might be used for outreach to regional stakeholders.

4. Preliminary Budget Summary – Due by Monday, February 24, 2014

The Preliminary Budget Summary template is found in Appendix B, B.4. The form is located in the attachment to the Certification of Eligibility. It is understood that this budget reflects expenditures for planning and may need to be revised during the performance period of the grant.

G. SUBMISSION PROCESS

By Friday, January 31, 2014:

The **Certificate of Eligibility Cover Sheet** must be submitted via email to ab86@cccco.edu

The **Certificate of Eligibility Cover Sheet** must be signed by the fiscal agent's district Chief Executive Officer or authorized designee.

By Monday, February 24, 2014:

The following items must be submitted via email to ab86@cccco.edu:

- Signed Intent-to-Participate Signature Forms
- Project Management Plan
- Signed Preliminary Budget Summary

The Intent-to-Participate letters (one per district within the consortium) must be signed by each district's Superintendent/Chancellor/President or authorized designee.

The Preliminary Budget Summary form must be signed by the fiscal agent district's Chief Business Officer or authorized designee.

Submittal Instructions

The **Certificate of Eligibility Cover Sheet** must be submitted electronically to ab86@cccco.edu in a single PDF with the subject line reading: **AB86 Certificate of Eligibility** by 5:00 p.m. by **Friday, January 31, 2014**.

The **Intent-to-Participate Member Signature Forms, Project Management Plan, and the Preliminary Budget Summary** must be submitted electronically to ab86@cccco.edu in a single PDF with the subject line reading: **AB86 Supporting Documents** by 5:00 p.m. by **Monday, February 24, 2014**.

Additionally, **four signed copies**, in blue ink, of the Preliminary Budget Summary must be mailed by February 24, 2014 to:

California Community College Chancellor's Office
AB86 Work Group
1102 Q Street
Sacramento, CA 95811
Attn: Debra Jones

Applications e-mailed to any address other than listed above will not be accepted. Any questions should be addressed to:

AB86 Work Group
ab86@cccco.edu

Note: Within two business days after receiving an application via e-mail the AB 86 Work Group will send an e-mail receipt. If after this timeframe the applicant does not receive a receipt they should contact the AB86 Work Group at ab86@cccco.edu to confirm receipt of their application.

H. KEY DATES

12/16/13	Certificate of Eligibility Released: Available Online
12/20/13, 1/10/14, 1/17/14 1/24/14, 1/31/14 2/7/14, 2/14/14 2/21/14	Technical Assistance Webinars (recorded)
01/28/14	Deadline for Cover Letter
02/14/14	Notification of Intent to Award
02/24/14	Deadline for Submitting Intent-to-Participate letters, Preliminary Budget and Project Management Plan
03/4/14	California Community College Board of Governor's Grant Approval and Delivery of Funds
07/31/14	Regional Comprehensive Plan Completed to-date and Expenditure Report Due
10/31/14	Regional Comprehensive Plan Completed to-date and Expenditure Report Due
12/31/14	First Draft Regional Comprehensive Plan and
01/31/15	Expenditure Report Due
03/01/15	Final Regional Comprehensive Plan Due
04/30/15	Expenditure Report Due
8/31/15	Final Expenditure Report

Reporting Requirements

Reporting instructions for the Regional Comprehensive Plan are provided in Appendix C. The following section indicates due dates and brief descriptions of reporting requirements. It is assumed that consortia will continue developing their plans throughout the duration of the grant up to the final Regional Comprehensive Plan due March 1, 2015. More information and detail about the development of the plan will be provided by the AB86 work Group.

1) **March 5, 2014: Project Commencement**

2) **July 31, 2014: Regional Comprehensive Plan Completed-To-Date**

Each consortium must provide submit its plan to-date by July 31, 2014. This plan shall include all of the following listed below.

- Narrative and introductory section on regional planning, organizational structure, decision-making, shared leadership, partners, and representation.
- A status report for completing the following objectives from the Regional Comprehensive Plan as described in Appendix C:
 - Consortium Plan Objective #1: An evaluation of current levels and types of adult education programs within its region, including education for adults in correctional facilities; credit, noncredit, and enhanced noncredit adult education coursework; and programs funded through Title II of the federal Workforce Investment Act, known as the Adult Education and Family Literacy Act (Public Law 05-220).
 - Consortium Plan Objective #2: An evaluation of current needs for adult education programs within its region.
 - Consortium Plan Objective #4: Plans [**to date**] to address the gaps identified pursuant to objectives (1) and (2), above
- Quarterly Expenditure Report

3) **October 31, 2014: Regional Comprehensive Plan Completed-To-Date**

Each consortium must provide the AB86 Work Group with their plan to-date by October 31, 2014. This plan-to-date shall include the following listed below.

- Objectives 1 through 7 from the Regional Consortium Plan template as described in Appendix C:
- Quarterly Expenditure report.

4) **December 31, 2014: Draft Regional Comprehensive Plan**

Each consortium must provide the AB86 Work Group with a draft Regional Comprehensive Plan on or before December 31, 2014. The draft Regional Comprehensive Plan must address all seven objectives in the Regional Comprehensive Plan template in Appendix C.

5) January 31, 2015: Quarterly Expenditure Report

6) March 1, 2015: Final Regional Comprehensive Plan

Each consortium must provide the AB86 Work Group with a final Regional Comprehensive Plan on or before March 1, 2015. The final Regional Comprehensive Plan must address all Objectives in the Regional Comprehensive Plan template in Appendix C.

7) April 30, 2015: Quarterly Expenditure Report

8) August 31, 2015: Final Expenditure Report

In addition to the planning documents described in Appendix C, additional information regarding the consortia's planning efforts may be requested by the AB86 Work Group for use in the March 2014 and March 2015 reports to the legislature and governor. In addition to these two formal report dates, input from the regional consortia and AB86 Work Group may also be shared with state policy makers throughout the performance period of the planning grants.

Reports and plans should provide describe and document how adult education might be expanded and improved in a region. Commentary should be provided from the consortium members and partners regarding the structural, fiscal and policy changes needed to better serve the educational needs of adults.

APPENDICES

Appendix A

Table of Regional Awards

Appendix B

Application Forms and Templates

Appendix C

Template for Regional Comprehensive Plan

Appendix D

Grant Agreement Article I: Program-Specific Legal Terms and Conditions

Appendix E

Grant Agreement Article II: Standard Legal Terms and Conditions

Appendix F

AB86 Maintenance of Effort

**APPENDIX A:
Table of Regional Awards**

Grant awards for the adult education regional planning grants were determined using a formula incorporating an equal base amount for each consortium for core planning activities and two additional variables:

- an amount based on regional population (using census data)
- an amount based on regional need as it relates to the planning areas defined by AB86 (using census data).

Community College District Boundary	Allocation
Allan Hancock	\$240,319
Antelope Valley	\$298,559
Barstow	\$191,057
Butte-Glenn	\$248,312
Cabrillo	\$226,800
Cerritos	\$274,702
Chabot-Las Positas	\$329,938
Chaffey	\$392,837
Citrus	\$211,056
Coast	\$326,585
Compton	\$238,952
Contra Costa	\$442,433
Copper Mountain	\$192,886
Desert	\$306,172
El Camino	\$317,128
Feather River	\$179,549
Foothill-DeAnza	\$258,539
Gavilan	\$223,912

Community College District Boundary	Allocation
Glendale	\$211,712
Grossmont-Cuyamaca	\$307,205
Hartnell	\$260,572
Imperial	\$233,034
Kern	\$472,166
Lake Tahoe	\$159,865
Lassen	\$184,189
Long Beach	\$300,390
Los Angeles	\$1,751,663
Los Rios	\$633,189
Marin	\$217,558
Mendocino-Lake	\$201,937
Merced	\$259,693
MiraCosta	\$252,166
Monterey Peninsula	\$184,270
Mt. San Antonio	\$374,205
Mt. San Jacinto	\$411,630
Napa Valley	\$188,708
North Orange County	\$409,132
Ohlone	\$219,423
Palo Verde	\$185,006
Palomar	\$385,690
Pasadena Area	\$263,724
Peralta	\$334,914

Community College District Boundary	Allocation
Rancho Santiago	\$326,047
Redwoods	\$228,848
Rio Hondo	\$272,356
Riverside	\$435,294
San Bernardino	\$366,883
San Diego	\$439,517
San Francisco	\$382,950
San Joaquin Delta	\$400,227
San Jose-Evergreen	\$392,202
San Luis Obispo County	\$248,542
San Mateo County	\$344,336
Santa Barbara	\$205,147
Santa Clarita	\$221,880
Santa Monica	\$180,901
Sequoias	\$296,996
Shasta-Tehama-Trinity	\$249,395
Sierra Joint	\$306,317
Siskiyou Joint	\$187,426
Solano	\$266,684
Sonoma County	\$308,051
South Orange County	\$388,469
Southwestern	\$292,434
State Center	\$495,508
Ventura County	\$401,754



Community College District Boundary	Allocation
Victor Valley	\$295,332
West Hills	\$212,523
West Kern	\$158,560
West Valley-Mission	\$265,291
Yosemite	\$362,912
Yuba	\$265,441
Total AB86 Consortia Award Allocation	\$22,500,000

APPENDIX B: Application Forms and Templates

All forms can be accessed in the attachment to this Certification of Eligibility

B.1 Certificate of Eligibility Cover Sheet



The form below is available as part of the attachment to the Certification of Eligibility for this application. Only one form is required for each consortium.

AB86, Section 76, Article 3 Consortium Planning Grant Certificate of Eligibility Cover Sheet			
	California Community Colleges Chancellor's Office		State Department of Education
Fiscal Agent Name:			
Fiscal Agent Address:			
Fiscal Agent's Contact Information:	Name:		Telephone:
	Title:		E-mail:
Signature of the Fiscal Agent Chief Executive Officer/ Superintendent/Designee:	Signature		Printed Name
	Title:		Date:
	Briefly describe the process used to determine the fiscal agent (please limit your response to this space):		
Primary Contact Information for the Consortium's Application:			
Contact Name:		Telephone:	
Contact Title:		E-mail:	
Contact Agency:			
List of Participating Consortium Members (use additional sheets as necessary)			
Member Organization Name (i.e., name of school district or community college/district)	Member Point of Contact Name and E-mail		
	Name	E-mail and/or Phone #	

B.2 Intent-to-Participate Member Signature Form

The Intent-to-Participate Member Signature form is located in the attachment to the Certification of Eligibility. Each member district of the consortium is required to complete a form. The form must be signed by the Chief Executive Officer/Superintendent or Designee.

TEMPLATE

<p style="text-align: center;">AB86, Section 76, Article 3 Consortium Planning Grant Intent to Participate Member Signature Form</p>			
 <p>California Community Colleges Chancellor's Office</p>		 <p>State Department of Education</p>	
District Name:			
District Address:			
Adult Education Planning Contact Information:	Name:		Telephone:
	Title:		E-mail:
Signature of Chief Executive Officer/ Superintendent/Designee:	Signature		Printed Name
	Title:		Date:

B.3 Project Management Plan Narrative

Shared project management is essential to ensuring that effective collaboration exists among all partners, that planning objectives will be met, and that project deliverables will be completed within the timeline defined in this Certificate of Eligibility. The AB86 Work Group recognizes that consortia are at the early stages of this planning process. Given the consortium's planning stage, please address the elements listed below.

Project Management Narrative (not to exceed eight pages, single spaced, 1" margins, 12 pt. Arial font). Responses to the following bullets should reflect **shared leadership** between both systems.

Organizational Structure

- **Consortia Membership:** Describe existing collaborative relationships, between the community college district and school districts related to adult education. Identify how these relationships may inform the planning process going forward.
- **Partnerships:** List any identified partners and describe how these relationships may inform the planning process going forward.

Shared Leadership Strategies

- Describe the shared leadership strategies that may be used during the planning project. Examples may include meetings, MOUs, co-chairs, decision-making processes (including resource allocation), advisory groups, and consortia member and partner agreements.

Project Planning Roles and Responsibilities

- Identify the co-chairs, project directors, and/or the person(s) responsible for oversight of the project, and describe the roles and responsibilities that they will assume, including the timely submission of required reports.
- Identify other staffing that are identified as necessary for planning.

Communication

- Explain how the planning process will be communicated to districts, adult education providers, and other organizations in the region.
- Describe strategies that might be used for outreach to regional stakeholders.

B.4 Preliminary Budget Summary Form

The Preliminary Budget Summary is located in the attachment to the Certification of eligibility. The fiscal agent must complete the form, and it must be signed. Additionally, four hard copies, with signatures in blue ink, must be postmarked and sent to the California Community Colleges Chancellor's Office by February 24, 2014.

BOG, CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE (CCCCO)

**AB86, Section 76, Article 3
Consortium Planning Grant**

REGION:

FISCAL AGENT:

PRELIMINARY BUDGET SUMMARY

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	
1000	INSTRUCTIONAL SALARIES	1	\$	0
2000	NONINSTRUCTIONAL SALARIES	2	\$	0
3000	EMPLOYEE BENEFITS	3	\$	0
4000	SUPPLIES AND MATERIALS	4	\$	0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	0
6000	CAPITAL OUTLAY	6	\$	0
7000	OTHER OUTGO	7	\$	0
TOTAL DIRECT COSTS:		8	\$	0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$	0
TOTAL COSTS:		10	\$	0

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations.

District Chief Business Officer (or authorized designee):

Name: _____ Title: _____

Authorized Signature: _____ Date: _____

APPENDIX C: Template for Regional Comprehensive Plan

Each consortium must develop and submit a Regional Comprehensive Plan that includes detailed information about the processes undertaken to address the requirements of AB86. The plan must also include recommendations for implementing Adult Education programming based on the regional planning efforts undertaken by the consortium. The following narrative and template instructions address the five program areas (1 through 5) and seven objectives that each consortium must address. The instructions and guidance are provided within each Regional Comprehensive Plan Objective.

For each objective, complete both a narrative section and, if required, a quantitative analysis or a work plan. Templates have been provided for the quantitative analysis and work plans. Technical assistance from the AB86 Work Group will also be made available to consortia.

Regional Comprehensive Plan Objective #1: An evaluation of *current levels and types of adult education programs* within its region, including education for adults in correctional facilities; credit, noncredit, and enhanced noncredit adult education coursework; and programs funded through Title II of the federal Workforce Investment Act, known as the Adult Education and Family Literacy Act (Public Law 05-220).

Narrative: For each of the five program areas listed in AB86, describe, in a narrative format, the services and programs the consortium members and partners are currently providing in the consortium's region and provide a narrative evaluation of adequacy and quality.

Analysis: In the following section are screen shots of 3 two separate tables, which may be expanded as necessary. Table 1.1A and 1.1B is for consortium members (college district member(s) and school district member(s)). Table 1.2 is for consortium partners. Rows may be inserted as needed. **Please note that community college district members are requested to provide data separately for credit basic skills, enhanced noncredit, and/or regular noncredit, as applicable. The tables are provided as an Excel file and should be submitted with the regional comprehensive plan as Excel files.**

Using Tables 1.1A, 1.1B, and 1.2, document the consortium's current services and programs based on unduplicated enrollment and attendance (Average Daily Attendance (ADA) or Full Time Equivalent Students (FTES) for fiscal year (FY) 2012-13 for each of the five program areas as well as total dollar amount by funding source. Also, provide the total operational cost of instruction for FY 2012-13 and FY 2013-14 by cost categories 1000-7000.

If none of the members or partners offer programs in one of the five program areas, state "no service provided" in the first column and leave the remaining columns blank.

Table 1.1A Screen Shot (see Excel File for Template)

Table 1.1A Consortium Members: Evaluation of Existing Adult Education Programs Offered

Directions: Complete this worksheet by first selecting the name of your region from the drop down menu in B5. Then, beginning in A10, list the data for each consortia member with a separate line for each program area (1-5). Please list separately credit, credit ESL, Credit Basic Skills, Non-Credit and Enhanced Non-credit for community colleges. Cells F7-W7 will auto populate as will columns B, H and P. If additional rows are needed, just begin typing data on the next empty row. Note, this is a data table, you can add more rows by simply entering data on the next line once you have entered information into all of the existing rows.

Region (select your region from drop down):

	FY 12-13 Unduplicated Enrollment	FY 12-13 ADA or FTES	FY 12-13 Operational Cost for Instructional Program Total	FY 12-13 Operational Cost for Instructional Program 1000's	FY 12-13 Operational Cost for Instructional Program 2000's	FY 12-13 Operational Cost for Instructional Program 3000's
Total for Consortium Members:	0	0	0	0	0	0

Consortium Member Name	Consortia (autofill)	Program Area (select from drop down)	Community College or CDE Adult Ed? (select from drop down)	Credit, Credit ESL, Credit Basic Skills, Non-Credit, Enhanced Non-Credit (select from drop down)	FY 12-13 Unduplicated Enrollment	FY 12-13 ADA (CDE Adult Ed)/ FTES (Community Colleges)	FY 12-13 Operational Cost for Instructional Program Total	FY 12-13 Operational Cost for Instructional Program 1000's	FY 12-13 Operational Cost for Instructional Program 2000's	FY 12-13 Operational Cost for Instructional Program 3000's
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Table 1.1A Screen Shot Continued (see Excel File for Template)

FY 12-13 Operational Cost for Instructional Program 4000's	FY 12-13 Operational Cost for Instructional Program 5000's	FY 12-13 Operational Cost for Instructional Program 6000's	FY 12-13 Operational Cost for Instructional Program 7000's	Total FY 13-14 Operational Costs for Instructional Programs	FY 13-14 Operational Cost for Instructional Program 1000's	FY 13-14 Operational Cost for Instructional Program 2000's	FY 13-14 Operational Cost for Instructional Program 3000's	FY 13-14 Operational Cost for Instructional Program 4000's	FY 13-14 Operational Cost for Instructional Program 5000's	FY 13-14 Operational Cost for Instructional Program 6000's	FY 13-14 Operational Cost for Instructional Program 7000's
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Table 1.1B Screen Shot (see Excel File for Template)

Table 1.1B: Total Dollar Amount by Funding Source for Consortium Members

Directions:	Complete this worksheet by first selecting your region in B5 from the drop down menu. This will automatically populate row B. Enter the total dollar amount for each funding source by consortium member more rows by simply entering data on the next line once you have entered information into all of the existing rows.
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Region (select your region from drop down)	<input type="text"/>
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	Apportionment 12-13	WIA I 12-13	WIA II 12-13	VTEA 12-13	Perkins 12-13	Fees 12-13	State Categorical Basic Skills Initiative (CCC) 12-13	SSSP (CCC) 12-13
Total For Consortia Members:	0	0	0	0	0	0	0	0

		Funding Source - Total Dollar Amount 2012-2013							
Member Name	Region	Apportionment 12-13	WIA I 12-13	WIA II 12-13	VTEA 12-13	Perkins 12-13	Fees 12-13	State Categorical Basic Skills Initiative (CCC) 12-13	SSSP (CCC) 12-13
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Table 1.1B Screen Shot (see Excel File for Template)

er. Note, this is a data table, you can add

Other Grants 12-13	Other 12-13	Apportionment 13-14	WIA I 13-14	WIA II 13-14	VTEA 13-14	Perkins 13-14	Fees 13-14	State Categorical Basic Skills Initiative (CCC) 13-14	SSSP (CCC) 13-14	Other Grants 13-14	Other 13-14
0	0	0	0	0	0	0	0		0	0	0
Funding Source - Total Dollar Amount 2013-2014											
Other Grants 12-13	Other 12-13	Apportionment 13-14	WIA I 13-14	WIA II 13-14	VTEA 13-14	Perkins 13-14	Fees 13-14	State Categorical Basic Skills Initiative (CCC) 13-14	SSSP (CCC) 13-14	Other Grants 13-14	Other 13-14

Table 1.2 Screen Shot (see Excel File for Template)

Table 1.2: Evaluation of Existing Adult Education Programs Offered by Consortium Partners

Directions Complete this worksheet by first selecting your region in B5 from the drop down menu. This will automatically populate row 8. Next, enter data for each consortium partner listing program areas 1-5 separately. Select the program area from the drop down menu. Note, this is a data table, you can add more rows by simply entering data on the next line once you have entered information into all of the existing rows.

Region (select your region from drop down):

	FY 12-13 Unduplicated Enrollment	FY 12-13 ADA or FTES (if applicable)	FY 12-13 Operational Cost for Instructional Program	FY 13-14 Unduplicated Enrollment	FY 13-14 ADA or FTES (if applicable)	FY 13-14 Operational Costs for Instructional Program
Total for Partners:	0	0	0	0	0	0

Consortium Partner Name	Region	Program Area (select from drop down menu)	Type of Organization (select from drop down)	Source(s) of Funding e.g. State, Federal, Fees, Private Donations, Other. List all that apply	FY 12-13 Unduplicated Enrollment	FY 12-13 ADA or FTES (if applicable)	FY 12-13 Operational Cost for Instructional Program	FY 13-14 Unduplicated Enrollment	FY 13-14 ADA or FTES (if applicable)	FY 13-14 Operational Costs for Instructional Program
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Regional Comprehensive Plan Objective #2: An evaluation of *current needs* for adult education programs within the consortium’s region.

Narrative: Describe and assess current needs for each of the AB86 adult education program areas (1-5), including the needs that are currently unmet. This might be informed by regional data including, but not limited to, student wait lists for classes in the program areas addressed in AB86; school districts’ K-12 English Learner statistics; the number of children who qualify for free or reduced lunch; adults who do not have a high school diploma; and other relevant data. Additionally, consider needs in your region documented in state sources that informed the AB86 awards, which were calculated based on community college district boundaries (<http://cccgis.org/CCCDistrictBoundaries/tabid/626/Default.aspx>).

The plan narrative should provide an overview of the consortium’s region including:

- Analysis/description of local regional economy
- Additional analysis utilizing other data

Analysis: In the following section are templates for summarizing the past, current and projected enrollment of consortia members and partners in each of the five program areas. Rows may be inserted as needed.

Table 2 is for documenting the past, current and projected enrollment in each of the five program areas defined by AB86. This table will be submitted as an Excel file with your regional comprehensive plan report due July 31, 2014.

Table 2 Screen Shot (see Excel File for Template)

Table 2: Evaluation of Existing Adult Education Enrollment

Directions	Complete this worksheet by first selecting your region in B5 from the drop down menu. This will automatically populate row B. Next, enter data for each consortium member and partner listing program areas 1-5 separately. Select the program area from the drop down menu. Note, this is a data table, you can add more rows by simply entering data on the next line once you have entered information into all of the existing rows.
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Region (select your region from drop down):	
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	FY 2008-09 Unduplicated Enrollment	FY 2012-13 Unduplicated Enrollment	FY 2013-14 Unduplicated Enrollment	FY 2015-16 Projected Enrollment
Total for Members and Partners:	0	0	0	0

Consortium Member or Partner Name	Region	Program Area (select from drop down menu)	FY 2008-09 Unduplicated Enrollment	FY 2012-13 Unduplicated Enrollment	FY 2013-14 Unduplicated Enrollment	FY 2015-16 Projected Enrollment
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Regional Comprehensive Plan Objective #3: Plans for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.

In responding to this objective, the consortium will document the plans to align and connect existing and future adult education programs to postsecondary academic pathways and/or career pathways leading to employment. Plans should address how the consortium will align placement tools, curriculum, assessment tools and rubrics, and student performance outcomes across delivery systems to ensure that student transition paths, both between providers and into postsecondary credit programs, are understood and supported across all systems.

Plans to facilitate transitions from adult education to college or career should include a description of program alignment and pathways. Plans should also address support services needed to ensure that students have access to educational advising and that they develop educational plans to help them move toward their academic and career goals.

Narrative: Describe the specific plans and strategies the consortium will employ to create the following:

- Educational pathways
- Alignment of:
 - Placement
 - Curriculum
 - Assessments
 - Progress indicators
 - Major outcomes - i.e., awards of high school diplomas, CTE certificates, etc.
- Transition strategies among the consortium participants' systems including:
 - Communication paths among consortium participants and higher education institutions
 - Defined and articulated pathways to postsecondary education or the workforce
 - Embedded access to student services including counseling, guidance, and follow-up

Table 3.1 is a work plan for documenting these strategies and approaches the consortium plans to implement to establish efficient pathways and transitions among consortium participants.

Table 3.1: Implementation Strategies to Create Pathways, Systems Alignment and Articulation among Consortium Participants

Transition to be Addressed	Strategy/Approach to be Employed	Resources Needed	Estimate of the Cost	Responsible Parties (specific school districts and/or community colleges)	Methods of Assessment	Timeline

Regional Comprehensive Plan Objective #4: Plans to address the gaps identified pursuant to paragraphs (1) and (2).

Describe how the consortium intends to respond to the gaps identified in the region. These might include, but are not limited to, working with other partners in the service area, developing or expanding programs and plans to assess the effectiveness of these expanded efforts.

Plans should identify programming and service gaps including lack of providers, services, access, attainment, and/or performance. Plans should also include strategies to incrementally increase capacity in identified gap areas (e.g., using distance learning to reach adult populations in a consortium's region who are currently underserved).

The plan should include sufficient detail including:

- A description of the resources needed to implement the identified strategies.
- Identification of the methods and common metrics needed to track the successful implementation of the plan and measure the amelioration of identified gaps in services/programming.

In addition to the narrative, complete the work plan (Table 4.1) on the next page to summarize the identified gaps/needs, what strategies will be employed to address the identified gaps, the resources needed to carry out those strategies, the costs involved, the consortium participants responsible for implementing the identified strategies, the methods for assessing the progress made toward implementing the identified strategies, and a timeline for accomplishing the various implementation steps.

Table 4.1: Implementation Strategies to Address Identified Gaps

Description of the Gap	Strategies to Address the Gap	Resources needed	Estimate of the Cost	Responsible Parties (Specific school district(s) or college(s))	Methods of Assessment	Timeline

Regional Comprehensive Plan Objective #5: Plans to employ approaches proven to accelerate a student’s progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.

Research has emerged in recent years identifying practices that reduce the time it takes for adult learners to progress through basic skills and career education pathways. Common strategies include compressing courses into shorter, more intensive terms (accelerated), individualized instruction based on a student’s competencies (competency-based), and putting basic skills content into the context of a student’s goals and career path (contextualized).

Many examples of these “best practices” are already in place within and among California adult education and community college programs. These “best practices” are not new to faculty; in fact, they have been developed *by* faculty. AB86 expects that the work done by regional consortia will include plans to make use of these strategies within their basic skills and career programs and in joint programming strategies.

In many places in the country, Integrated Basic Skills Training (IBEST) models, which contextualize the development of basic skills with the acquisition of workforce competency, have produced impressive data showing how learning can be accelerated while joining skills development with career readiness certifications. The AB86 website will continue to build links and resources tied to best practices and research done through adult education and community colleges.

Qualitative Narrative: Identify plans to implement and/or improve specific evidence-based strategies across the region, within and between systems where they currently don’t exist, to accelerate student’s progress. Plans should address:

- how the consortium will identify and gather measurable improvement metrics
- how existing best practices and strategies such as those described earlier will be implemented for each of the program areas.

Plans should include a work plan, similar to the one shown in Table 5.1, that summarize the elements of the plan, including:

- specific approach to be employed;
- specific tasks/activities needed to implement the specific approach;
- resources/costs involved in implementing the tasks/activities;
- consortium parties responsible for carrying out each task;
- methods for assessing the success of implementing the approach/strategy; and,
- timeline for completing each task.

Table 5.1: Work Plan for Implementing approaches proven to accelerate a student’s progress toward his or her academic or career goals

Description of the Approach	Tasks/Activities Needed to Implement the Approach	Resources needed	Estimate of the Cost	Responsible Member (Specific school district(s) or college(s))	Methods of Assessment	Timeline

Regional Comprehensive Plan Objective #6: Plans to collaborate in the provision of ongoing professional development opportunities for faculty and other staff to help them achieve greater program integration and improve student outcomes.

A critical element to ensuring the effective implementation of the consortium's plans to improve adult education programs are faculty and staff equipped with the skills, knowledge, and support needed to deliver high-quality instruction and use classroom support strategies that foster learner persistence and goal achievement. Significant and effective professional development will be required to build capacity within the existing systems to deliver this new vision for adult learning throughout the state. Faculty and staff from all local consortium members and partners will need to implement collaborative professional development strategies to foster alignment and to support ongoing assessment and improvement of student outcomes.

Collaborative professional development plans should identify topic areas the consortium considers a priority, such as:

- Practices in basic and secondary skills that build the "college readiness" skills.
- Team building, critical thinking, problem solving, study skills, soft skills, and career assessment.
- Technology use and integration to enhance and expand technology in Instruction.
- New models and instructional strategies for contextualized and/or accelerated teaching and learning.
- Skills building intercultural competence among faculty, staff, and administrators.

Examples of collaborative activities might include developing professional learning communities comprising faculty in the same content area, representing all consortium participants. Plans might also describe joint team participation in professional development activities offered through regional/statewide associations and how these teams might share what they learn with other faculty. Consortia may also want to consider having field experts come to a regional facility to provide in-house training to greater numbers of staff, faculty and administrators. Consortia in areas where transportation may pose a problem may want to develop plans to use technology to overcome that challenge.

Table 6.1 Current Professional Development

In the table below, identify current, effective professional development strategies carried out by consortium members that could be adapted for consortium-wide use. Table rows can be added.

Topic	Professional Development Strategy	Program Area(s) Addressed	Estimated Cost to Implement Consortium- Wide

Table 6.2 Collaborative Professional Development Plan

In the table below, address topics the consortium considers priorities for collaborative professional development. Include, at a minimum, topics to help achieve integration among consortium members and improvement of student outcomes. Table rows can be added.

Topic	Collaborative Professional Development Strategy (Activities, Participants, Delivery Mode, Frequency)	Program Area(s) Addressed	Estimated Cost to Implement Consortium-Wide

Regional Comprehensive Plan Objective #7: Plans to leverage existing regional structures, including, but not limited to, local workforce investment areas.

Describe how the consortium will leverage existing assets or structures to benefit the adult learners in the region. These assets or structures might include, for example, contributions from or collaborations with local Workforce Investment Boards (WIBs), industry employer groups, chambers of commerce, and county libraries.

For example, a consortium might include in its plan to offer classes, taught by one of the member districts, at a local Workforce Development Center which is easily accessible by members of the community. Another consortium might opt to work with the industries in its region to develop a career transition program focused on helping students with disabilities gain the necessary skills to enter the workforce.

- Identify existing regional structures and their resources. These might include but are not limited to:
 - WIBs
 - Chamber of Commerce
 - County Libraries
 - County Office of Education
 - Industry Employer Groups
 - Literacy Coalitions
 - Economic Development Regions
 - County Social Services - CalWorks
 - Employment Development Department (EDD)

- Identify current engagement strategies and describe how these strategies leverage regional structures.
 - Outreach by regional consortia to existing regional structures
 - Utilization of existing regional resources
 - Positioning of the regional consortium to be responsive to economic needs
 - Positioning of the consortium to be stronger and more effective

**Table 7.1 Leverage of Existing Regional Structures from Partners
(expand table as necessary)**

Partner Institution Supporting Regional Consortium	Program area to be addressed (1-5)	Tasks/Activities Needed to Implement Support of the Program	Member Counterpart(s) *	Partner Contribution**	Timeline

* Indicate the consortium member(s) who will be the users of the contribution.

** Partner Contributions may be in the form of cash, in-kind (i.e., facilities, staff time, etc.), or a combination of both. Please note: matching contributions are not required for a consortium's partners or members. The purpose of this table is to identify the contributions that partners may make to the efforts of a consortium toward coordinating the Adult Education programs to be offered by the consortium.

**APPENDIX D:
Grant Agreement
Article I
Program-Specific Legal Terms and Conditions**

(Effective December 16, 2013)

Chancellor's Office, California Community Colleges

AB86, Section 76, Article 3: Adult Education Consortia Planning

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges, Chancellor's Office (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. Payment shall be made as follows:

An advance payment of 50% of the total amount of first year budgeting of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.

Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.

A final payment will be calculated based on the Final Performance and Expenditure Reports due by August 31, 2015. 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. If the final report is late and/or cannot be approved by August 31, 2015 the allocation recipient can lose up to 10% of their funding.

2. Budget Changes

Grant recipient(s) may make changes to any budget category amounts 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, the outcomes of the Grant Agreement will not be materially affected, and it is an allowable expenditure.

Adding or deleting budget categories is subject to the prior approval of the Project Monitor. Once the requested change is approved, the affected quarterly budget will be updated electronically.

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcomes of the Grant Agreement is materially affected.

3. **Application Amendment Requests**

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Certification of Eligibility, the grant recipient is required to contact the Project Monitor for further instructions.

4. **Reporting**

The Recipient shall prepare and submit to the Division of Workforce and Economic Development four quarterly “Year-to-Date Expenditure and Progress Reports” and a final claim of expenditures. These reports are due on or before the following dates:

Year One

1st Quarter – July 31, 2014

2nd Quarter – October 31, 2014

3rd Quarter – January 31, 2014

4th Quarter – April 30, 2015

Final Report – August 31, 2015

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**. Extensions of reporting deadlines require written approval of the Project Monitor.

5. The Chancellor’s Office reserves the right to evaluate a grantees performance as follows:

- Reasonable and timely progress meeting the objectives of the grant; and
- Submission of a final plan.

6. **Allowable Expenditures**

Indirect Costs: The indirect administrative costs (overhead) for this project cannot exceed four percent (4%) of the total grant (line X of the application budget summary). The application budget detail sheet and application budget summary

within the Excel workbook (Appendix Y) will show an error message if more than 4% of line 8 is requested.

Travel: Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs (via Legal Article II attached to the application) will be based the fiscal agent's per-diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

Out-of-State Travel: Out-of-State travel requires prior approval. The state reserves the right to limit Out-of-State travel.

Out-of-Country Travel: Out-of-Country travel will not be an allowed via this funding source.

Equipment: The purchase of equipment is not allowed via this funding source.

**APPENDIX E:
Grant Agreement
Article II
Standard Legal Terms and Conditions**

(Revision November 19, 2012)

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 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).

- 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

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 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 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.

- 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 may license 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." 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 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:

- 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 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.
- 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.
- 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
 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.

APPENDIX F: AB86 Maintenance of Effort

Maintenance Of Effort for Adult Education

The Local Control Funding Formula (LCFF) legislation imposes a maintenance-of-effort requirement on adult education, see Education Code sections 2575(k)(2) and 42238.03(a)(7). The language from the latter section is as follows:

“For the 2013–14 and 2014–15 fiscal years only, of the funds a school district receives for purposes of regional occupational centers or programs, or adult education, the school district shall expend no less than the amount of funds the school district expended for purposes of regional occupational centers or programs, or adult education, respectively, in the 2012–13 fiscal year.”

The CDE is interpreting this language as a requirement to maintain the level of in 2012–13 expenditures that were paid with state funds, up to the amount available from the applicable budget items (6110-105-0001 and 6110-156-0001, plus related deferral funding) for fiscal years 2013–14 and 2014–15.