



TO: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Career Education (CTE) Deans
Regional Consortia Chairs
Statewide Directors
Regional Directors
Center of Excellence Statewide Director (HUB)
Center of Excellence Directors
Technical Assistance Providers

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

SUBJECT: 2020-21 Renewal Applications:
Regional Directors (RDs) for Employer Engagement
Statewide Directors (SDs) for Employer Engagement
Centers of Excellence Directors (COE)/State HUB
Technical Assistance Provider: Contract Education

This memorandum provides notification that the above grants will be renewed for Fiscal Year (FY) 2020-21. Please see **Exhibit K - List of Renewed EWD Grants**, which details the grants to be renewed. The renewal is subject to conditions set forth in the renewal memorandum and upon the completion, submission, and approval of the grant renewal forms, which will be available for those grantees being renewed through the NOVA reporting platform. Completion and on-time submission of the grant renewal forms constitute confirmation that the receiving district accepts the grant, according to conditions revised by this memorandum and exhibits.

For FY 2020-21, grant terms have been revised to include updated requirements and outcomes which replace language in the FY 2018-19 request for applications (RFA). Grantees may have new criteria added in the renewal years. Please review this renewal memorandum for revised or new criteria below. All other FY 2018-19 terms and conditions not updated continue to be applicable.

The renewal requirement for Quarterly Reports on Year-To-Date Expenditures and Final Report remains unchanged.



Synopsis: For the Economic & Workforce Development (EWD) grant renewal, the following will apply in the Fiscal Year 2020-21:

1. **Changes to “Responsible Administrator” - Regional Director**

- Regional Directors will receive direction, guidance and leadership from their respective Regional Consortia chairs, who are also responsible for coordinating objectives and outcomes, and grant performance in place of the Regional Director’s host college Responsible Administrator. Regional Directors are expected to continue to coordinate and collaborate with the Statewide Directors for their industry, the Center of Excellence Director for their region, as well as with the Statewide COE HUB.

2. **Accountability Measures and Objectives - All renewal grantees**

- Please see **Exhibit E - Accountability Measures and Metrics** to see the accountability outcomes to which all grantees will be held.

A. *Economic and Workforce Development Program (EWD)*

Metrics - The Chancellor’s Office has established initial performance accountability measures for EWD metrics, as called for in California Education Code Section 88650.

- Please see **Exhibit E - Accountability Measures and Metrics** to see the accountability outcomes to which all grantees will be held.

B. *Center of Excellence Objectives - Statewide Hub and Regional COE Directors*

- Please see **Exhibit E - Accountability Measures and Metrics** to see the accountability outcomes to which all grantees will be held.

C. *Technical Assistance Providers - Contract Education*

- Please see **Exhibit E - Accountability Measures and Metrics** to see the accountability outcomes to which all grantees will be held.



3. **Budgets for Statewide Directors** -- All SD renewal grantees

- For FY 2020-21, the grant budgets for all Statewide Directors will be reduced from the FY 2019-20 level of \$372,000 to the FY 2020-21 amount of \$300,000, to capture cost savings from reduction in travel and in-person statewide coordination activities due to COVID-19.

4. **Match** -- All renewal grantees

- For FY 2020-21, all grants being renewed by the Chancellor's Office must produce evidence of a 1:1 match.
- California Education Code Section 88620 states: "Matching resources" means any combination of public or private resources, either cash or in-kind, derived from sources other than the economic and workforce development program funds appropriated by the annual Budget Act, that are determined to be necessary for the success of the project to which they are applied. The criteria for in-kind resources shall be developed by the board of governors, with advice from the chancellor and the California Community Colleges Economic and Workforce Development Program Advisory Committee, and shall be consistent with generally accepted accounting practices for state and federal matching requirements. The ratio of matching resources to economic and workforce development program funding shall be determined by the board of governors."
- Please note EWD funds may not be used to match any EWD funded programs. However, Strong Workforce Program funds may be used to match EWD funds, as well as any local, private or federal funds.
- Please see **Exhibit J - Definition of Match** for further explanation of what constitutes acceptable sources for match.

5. **Regional COE Grants** - All COE Renewal Grantees

- For FY 2020-21, all Regional COE grants being renewed by the Chancellor's Office will receive direction and guidance from the COE State Hub and will also have responsibilities to coordinate and collaborate with the Regional Consortia and the RDs in their respective regions.



6. **Grant Term** - All renewal grantees

- For FY 2020-21, all renewal grants will have a performance term of 12-month, with 15-months to expend funds. (Expenditures, then, may occur from July 1, 2020 to September 30, 2021).

7. **Brand Guidelines for all CCCCCO Grantees** - All renewal grantees

- For FY 2020-21, any entity receiving CCCCCO funding will be required to comply with the CCCCCO brand guidelines applicable to grantees published by the Chancellor's Office Communications Division, as attached in **Exhibit I - CCCCCO Brand Guidelines for Grantees**. Exceptions are noted in the branding guidelines.

Performance Period & Reporting

The performance period for the EWD grants is July 1, 2020 - June 30, 2021. For the first quarter report on September 30, 2020, all grantees will use the NOVA reporting system instead of the Quarterly and Final Expenditure Reporting System currently in use.

Grant Expenditure Period

The 15 month period for expending grant funds is intended to provide uninterrupted operations of grant during transition between Fiscal years. Grantees may only expend funds to support grant personnel during the three (3) additional months after the end of the grant Performance Period, in anticipation of grant renewal documents to be issued by the CCCCCO. Except for Salaries, grant activities may not be charged after the 12 month grant performance period. For grantees who are notified of non-renewal, grantees must submit their final report at the end of the grant expenditure period.

Exhibits to Renewal Application

Please review the attached grant renewal forms and appendices for revised or new criteria. It is the responsibility of each renewed grantee to adhere to all conditions provided in the 2020-21 grant renewal process. The attached **Exhibit A - Scope of Work** provides the grant delivery work specifications that will apply to this renewal.



Please note that the following terms and conditions are new and will apply to all renewal grants:

- Changes in “Responsible Administrator” (See **Exhibit A- Scope of Work** and **Exhibit G - Responsible Administrator**) for the Regional Directors, which for this renewal will be the Regional Consortia, in collaboration with the host college holding the grant from the FY 2017-18 renewal;
- Updated Economic Development and Workforce Program (EWD) performance metrics, and,
- Requirement for grantee to demonstrate efforts to align, integrate all workforce programs, as well as braid and leverage funds available including federal Perkins funds, state Strong Workforce Program (SWP) and Strong Workforce Program K-12 (SWP K-12) funds, state EWD funds, state Adult Education funds, state Apprenticeship funds, contract and community education and other applicable workforce and economic development programs, as well as local, private, state and federal funding, etc.

Responsible Administrator

Exhibit A- Scope of Work and **Exhibit G - Responsible Administrator** provide the expectations for the Responsible Administrator, along with the contact information, the signature of the grantee, and the Responsible Administrator certifying that they will fulfill this role to remain in good standing during the term of the renewed grant. In FY 2020-21, programmatic and performance direction for the RDs will be provided by the region’s RC Chair. For the COEs, programmatic and performance direction will be provided by the Statewide COE HUB. The Responsible Administrator role will be to ensure that SDs, RDs, TAPs, and COEs are provided with the administrative support necessary to operate and deliver on the grant work-plan and reporting requirements.

Exhibit G - Responsible Administrator requires the grantee District/College to designate a Responsible Administrator (Dean or higher), to provide onboarding of project staff, and support project staff with administrative functions/activities necessary to deliver on the grant. The Responsible Administrator must also certify and ensure that project staff funded by the grant(s) are employed 100% where required, and dedicating the appropriate level of work effort to the project.



The Chancellor's Office stipulates the required application of the Minimum Qualifications (MQs) for RDs, which are provided in **Exhibit F - Regional Director Minimum Qualifications**. The MQs were introduced during the 2015-16 renewal process. Because of current budget considerations related to COVID-19, there is a freeze on new grantee hiring pending a review by the Chancellor's Office.

Prohibition on Supplanting of Funds

Under no circumstances shall the community college district in receipt of these EWD grant funds use them to supplant existing resources.

Program Metrics

The metrics for the FY 2020-21 grant renewal are in **Exhibit E - Accountability Measures and Metrics** and are aligned with Vision for Success as well as initiative funding goals. The Vision for Success calls for the system to move from input to outcomes and impact (students' success, retention, completion, and employment). The Chancellor's Office intends to focus on providing technical assistance and interventions for grantees to increase outcomes and impact for students.

Collaborative Regional Approach

The 2020-21 renewal applications process will once again require the collaborative development by region of annual work-plans for Regional Directors, Regional Consortia Chairs, Statewide Directors, and Technical Assistance Providers: Centers of Excellence for Labor Market Research, respectively.

The Regional Consortia will help guide how each Regional Director achieves their sector specific objectives, supporting strategies and common metrics respond to regional needs. To certify your participation in the collaborative process, please follow application procedures that are in the NOVA reporting platform.

Responsible Administrator

Detailed information on form completion will be provided at the September 21, 2020 Technical Assistance Conference which will also be available as a recorded webinar posted to the Workforce and Economic Division on the Chancellor's Office website.



Submission Procedures

Grantees being renewed should go to the NOVA reporting platform for EWD-funded grants to create an account login and password.

The Chancellor's Office will route the grant face-sheets and exhibits to the grantee to be completed with digital signatures by your District's authorized signatories. Once the grantee completes the packet with all required District's digital signatures as well as the information being requested. Grantees will be notified by the Chancellor's Office staff when their grant is fully-executed for FY20-21.

Calendar of Key Dates

- May 19, 2020 Board of Governors Approval
- September 14, 2020 Grant Renewal Memo Released
- September 21, 2020 Technical Assistance Conference*
- October 9, 2020 Deadline for Submitting Application

ATTACHMENTS

- Exhibit A Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C General Terms and Conditions
- Exhibit D Special Terms and Conditions
- Exhibit E Accountability Measures and Metrics
- Exhibit F Regional Director Minimum Qualifications
- Exhibit G Responsible Administrator
- Exhibit H WEDD FY2020-21 Renewal Grantee Roles and Responsibilities
- Exhibit I CCCCCO Brand Guidelines for Grantees
- Exhibit J Definition of Match
- Exhibit K List of Renewed EWD Grants



California
Community
Colleges

** To register for the EWD NOVA Technical Assistance Webinar on September 21, 2020, go to:
https://cccconfer.zoom.us/webinar/register/WN_kcpLMWPT-CRPeT6274zMQ.*

Renewals Website:

NOVA will serve as the application platform: nova.cccco.edu

Please contact your project monitor within the Chancellor's Office with any questions. Project monitors for each region are listed in the [Workforce and Economic Development - Staff Directory](#)



**EXHIBIT A
(Grant)**

SCOPE OF WORK

1. Services to be Provided

Grantee shall complete the following tasks: (Insert a description of the Scope of Work), as more fully described in the Grantee's Application/Workplan, attached to and fully incorporated into this Agreement by reference as Exhibit A-1. (This Exhibit should include a detailed description of the work, deliverables, key personnel, timeline, and any additional information warranted by the project.)

Any service performed under this Scope of Work must conform to the Chancellor's Office branding guidelines found under Exhibit I - CCCCO Brand Guidelines for Grantees.

2. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Grantee: Project Director
Name:	Name:
Phone:	Phone:
Email :	Email:

3. Grantee's Project Director and Key Personnel

Grantee shall notify the Chancellor's Office of any change in the Project Director.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.



**EXHIBIT B
(Grant)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Fund Disbursement

In consideration of satisfactory performance of the promised services described in the Grantee's application, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. These funds shall be expended as described in the Application Budget, attached to and fully incorporated into this Agreement by reference as Exhibit B-1. All payments shall be made as follows:

Eighty percent of the total grant funds will be paid as an advance with the remaining twenty percent to be paid after the Chancellor's Office has approved the final report for said grant.

2. Budget Changes

Grantee may make changes to any budget category amounts up to 10 percent of the category's line item without approval of the Project Monitor, provided no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

3. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee shall inform any sub grantees 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.
- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner

4. 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



**EXHIBIT B
(Grant)**

BUDGET DETAIL AND PAYMENT PROVISIONS

the Grantee's governing board. 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.

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.

*Under the COVID Emergency – Due to restricted travel to prevent the spread of Covid-19, no travel expenditures will be allowed as business are currently being conducted online. Any travel must be reviewed by the Chancellor's Office Project Monitor and approved on a case by case basis.



**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final.

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

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and Program Dean and by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Due to circumstances related to the COVID emergency, this requirement is temporarily waived until further notice. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and Program Dean should be contacted immediately by telephone.

5. 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 contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

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



**EXHIBIT C
(Grant)**

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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 that 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 contracts 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 that 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 that 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 that 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 contract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that 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.



**EXHIBIT C
(Grant)**

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7. 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.

8. Debarment, Suspension, and Other Responsibility Matters

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:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. 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.
- c. 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.
- d. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

9. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors 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, contractors and subcontractors 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, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give



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written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

10. 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, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)
- 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 Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section
- f. Grantee and its contractors 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 contracts or subgrants to perform work under this Grant Agreement.

11. 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:



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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.

12. 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 that 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.

13. 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. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that 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. Upon termination, 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



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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 that 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.

- 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.

14. 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



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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.

15. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

16. 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.

17. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

18. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

19. 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.

20. 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.

21. Time Is of the Essence

Time is of the essence in this Grant Agreement.



**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

22. 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.



**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

1. Contractors and Subgrantees

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of contractors or subgrantees to perform services under this Grant Agreement. Except where prohibited by the Standards of Conduct provisions set forth in section 8 of this Exhibit, contractors or subgrantees specifically identified in this Grant Agreement or the Exhibits are deemed to be approved by the execution of this Grant Agreement.
- b. Contractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected contractor or subgrantee is the best-qualified party available to provide the required services. To the extent possible, Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. 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 contractor or subgrantee 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 selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Grantee shall not enter into any contract or subgrant of the types described below and any such agreement that may be executed is null and void and of no force or effect.
 1. An agreement with 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)) who 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. An agreement with a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office) other than a rank-and-file employee of the California State University or the University of California. (Pub. Contr. Code, § 10410.)
 3. An agreement with the spouse or an immediate family member of a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office IJE) who was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subgrant, or had any influence



**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

whatsoever in the making of this Grant Agreement, or the contract or subgrant. (Gov. Code, §§ 1090, et seq. and 87100.)

- 4. An agreement, including a purchase order, that contains or incorporates an automatic renewal provision.
- g. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any contractors or subgrantees, and no contract 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 contractors, 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 contractors 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 contractor or subgrantee.

2. Statewide or Regional Projects

If this Grant involves the provision of fiscal agency services, 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. [Applies if Fiscal Agent's role is limited to the distribution of funds (i.e., no authority over spending decisions.)] Grantee will not make any payment to contractors or subgrantees engaged to provide consulting services under this grant without the written approval of the Project Monitor and the 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.
- b. Grantee will 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 Inter-Jurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.

3. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement, or its contracts and subgrants, shall be submitted to and approved by the Project Monitor. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations. In addition, any such product, document, or published material must comply with the Chancellor's Office branding requirements.
- b. All products resulting from this Grant Agreement or its subgrants, in whole or in part, shall



**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

reference the Chancellor's Office, California Community Colleges and the specific funding source.

- c. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- d. 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).)

4. Intellectual Property

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Agreement.

Subcontracts/Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Agreement or any subcontract, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that 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.

All materials first developed in draft and in final form pursuant to this Agreement, or any subcontract, 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



**EXHIBIT D
(Grant)**

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"Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Grantee that the copyright be registered with the U.S. Copyright Office, Vendor will be responsible for applying for, paying the filing fees for, and securing said copyright.



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or 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 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 Agreement to Grantee. 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 written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

5. Real Property and Equipment

Where allowed by the funding source, real property and equipment 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:



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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. (Not applicable if no federal funding) Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

6. 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.

7. Curriculum Development (This provision only applies to the development of new college curriculum.)

- 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 awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.



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8. State-Funded Research Grants

Not Applicable

9. Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.



Exhibit E

Accountability Measures & Metrics

Performance Accountability

The Workforce and Economic Development Division (WEDD) is aligning its portfolio of workforce programs with the Vision for Success goals and student-centered outcomes. Related to this alignment are components of that framework intended to achieve greater student success, such as Guided Pathways, AB705 (2017), the Student Success Metrics, and the Student-Centered Funding Formula (SCFF).

I. VISION FOR SUCCESS

The Vision outlines six goals and seven commitments for the California community college system to improve student outcomes and to meet California’s future workforce needs. The Vision serves as a call to action for the colleges to reach their full potential as vehicles for social change and mobility.

Vision for Success Components

Vision Goals	Commitments
1. Increase credential obtainment by 20%* 2. Increase transfer by 35% to UC and CSU 3. Decrease unit obtainment for a degree 4. Increase employment for CE students* 5. Reduce and erase equity gaps* 6. Reduce regional gaps* ----- *WEDD focus	1. <u>Focus on students’ goals</u> 2. <u>Design with the students’ experience in mind</u> 3. <u>High expectations and high support</u> 4. <u>Foster use of data and evidence</u> 5. <u>Own student performance</u> 6. <u>Thoughtful innovation and action</u> 7. <u>Cross-system partnership</u>

II. REGIONAL AND SECTOR STRATEGIES:

Regional economic development looks at specific concentrations of industries, occupations, workers, and business clusters within a region. The regional approach leverages advantages from spillover of technology, industry concentration, and labor force. To foster an intentional focus on inclusive growth and social equity, regions can forge a pathway to economic mobility and create stronger economies for their communities when strongly linked to workforce development programs and business assistance programs, especially for small and minority-owned businesses (as well as support for a variety of intermediary organizations).



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Accountability Measures & Metrics

Sector strategies are regional, industry-focused approaches to building skilled workforces and are among the most effective ways to align public and private resources to address the talent needs of employers. Sector initiatives are challenging to create and sustain because labor markets are constantly evolving. However, research has shown over time that sector strategies and approaches can have a positive effect for low-income workers and businesses.

Workforce programs are part of a larger set of factors influencing a region's labor market and the resulting workforce outcomes are greatly influenced by how these other actors operate. Thus, a "sector strategy" is a systems approach to workforce development — typically on behalf of low-income individuals — that:

- **Targets a specific industry or cluster of occupations**, developing a deep understanding of the interrelationships between business competitiveness and the workforce needs of the targeted industry;
- **Intervenes through a credible organization, or set of organizations**, crafting workforce solutions tailored to that industry and its region;
- **Supports workers in improving their range of employment-related skills**, improving their ability to compete for work opportunities of higher quality;
- **Meets the needs of employers**, improving their ability to compete within the marketplace; and
- **Creates lasting change in the labor market system to the benefit of both workers and employers.**

Some sector strategies promote access to jobs by removing barriers to getting good jobs or to moving up into better jobs. But it is important to note that when job quality is poor with respect to wages, scheduling, benefits, and working conditions, sector strategies should focus on improving the quality of those jobs.

III. FOCUS ON EMPLOYMENT AND WAGE GAINS

The goal of the Economic and Workforce Development Program (EWD), along with other state and federal funded workforce development programs within the CCCC portfolio, is to provide responsive, relevant, and skills-based education and training, in all modalities and manner of offerings, to meet the workforce needs of employers. The prime focus of any workforce programs (including career education) is assisting and supporting students in entering employment at the end of their education or training. To do so, colleges must develop



Exhibit E

Accountability Measures & Metrics

employer partnerships resulting in students being hired at the end of their education or training. To have success, this approach requires active and on-going engagement with an employer or multiple employers.

Workforce education and training cannot occur in a vacuum. Nor is it sufficient to engage employers merely to provide advice and input into the designing of education and training content on the front end. The employer engagement must extend throughout the student journey. Meaningful employer partnerships are those that result in benefiting students with experiential/work-based learning opportunities and the offer of jobs by the employer partner(s) for students at the end of their journey (be it a short-term workforce training, certificate, or degree programs).

Regional Directors (RDs) and Technical Assistance Providers (TAPs) must work closely with the regional Center of Excellence (COEs), Regional Consortia (RCs), Chief Instructional Officers (CIOs), Deans and others to assist their colleges and regions to:

- Examine and obtain a deep understanding of the workforce needs of the industry clusters within their region, as well as growth industries;
- Craft workforce solutions tailored to specific industry and the region;
- Demonstrate that the competency and skills-based training offered relates directly to jobs and employment for students;
- Identify emerging industries, research projected workforce needs and prepare colleges to respond;
- Provide technical assistance to colleges and regions, and work to align career support structures within colleges to connect students directly to employment;
- Collaborate and coordinate with other state, regional or local agencies involved in education and workforce training in California (including but not necessarily limited to, the California Workforce Development Board, local workforce investment boards, the Employment Training Panel, the State Department of Education, and the Employment Development Department), and leverage investments to better serve students;
- Develop financial and in-kind resources (public and private) to support college, regional economic and workforce development and career education programs; and,
- Collaborate and coordinate with representatives of business, labor, and professional trade associations to develop education and training solutions to assist new and incumbent workers in the state's growth and emerging industry sectors.

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Accountability Measures & Metrics

High Road Employment – The State of California has increasingly focused its investment into high road employment, which is simply defined as jobs paying a living and fair wage, providing benefits and employee development, allowing for scheduling flexibility, and including the worker voice in decision-making on how to ensure the health and safety of the workers and environment.

IV. ECONOMIC AND WORKFORCE DEVELOPMENT (EWD) PROGRAM

The following metrics apply to Regional Directors for Employer Engagement (RDs), Statewide Directors (SDs), Center of Excellence Directors (including COE statewide director or HUB) and the Contract Education Technical Assistance Provider (TAP):

Performance Metrics for RDs:

1. Number of employer partners introduced to colleges with a positive outcome:
 - a. Number of new employers engaged in Advisory Boards;
 - b. Number of new employers engaged in curriculum development and design;
 - c. Number of employers engaged in providing work based learning opportunities for students;
 - d. Number of employers hiring students or providing internship opportunities to students.
2. Number of work-based learning opportunities provided to students (paid and unpaid) through the employer partnerships developed for colleges.
3. Assistance provided to colleges in facilitating employer partnerships leading to pre-apprenticeship, apprenticeship or earn and learn programs at colleges.
4. Number of students employed as a result of employer partnerships linked to workforce training or education.
5. Number of colleges assisted with assembling and managing program advisory committees meetings for program planning.
6. Employer engagement success stories leading to positive outcomes as stated in Item #1 above for RDs (narrative supported by data)

Performance Metrics for SDs:

1. Number of statewide partnerships developed and positive outcomes for colleges.
2. List of colleges (and programs) assisted with facilitating employer partnerships that lead to establishment of new workforce programs including pre-apprenticeship, apprenticeship, or earn and learn program.
3. Assistance provided to RCs and colleges in statewide growth sectors, job demand and alignment of regional and local priorities to regional employment gaps.



Exhibit E

Accountability Measures & Metrics

3. Assistance provided to RCs and colleges in statewide growth sectors, job demand and alignment of regional and local priorities to regional employment gaps.
4. Report on statewide activities to advance workforce development for colleges, specific outcomes and results from activities.
5. Amount of funding and resources secured for colleges for career education programs.

Performance Metrics for Statewide and Regional COEs:

Regional COEs

1. Number of requests received for assistance.
2. Number of labor market demand (LMI) data and related reports provided to colleges for new program of study development, program review and/or modification, program viability, noncredit programs and K-12 data (including by sector, program, top code and occupations).
3. Number of regional reports on emerging industry sectors and workforce opportunities and needs, occupational profiles and data to support review of Strong Workforce Program (SWP) project efficacy.
4. Number of trainings provided to colleges in analysis and use of LMI data for making program decisions.

Statewide HUB

1. Progress of annual State COE strategic plan and priorities.
2. Annual statewide report of COE activities and outcomes rolled up from regions presented to the system.
3. Number of statewide workforce market analysis reports, including emerging industries and workforce needs projects and opportunities, as well as work with state partners.
4. Demonstration of coordination with workforce ecosystem in development of LMI reports, data tools and dashboards.
5. Number of data and research projects in support of CCCCCO Research unit.
6. Outcomes statewide projects/strategies implemented in partnership with WEDD.

Performance Metrics for Contract Education TAP:

1. Annual report of community college contract education program outcomes [including but not limited to number of contracts, total dollar value of contracts, average size of contracts, list of colleges, types of training provided, Employment Training Panel (ETP) training outcomes data, number of proposals submitted, number of contracts executed, number of employees trained, dollar and percentage of wage gains and length of training).



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Accountability Measures & Metrics

2. Outcomes of technical assistance provided to colleges to increase utilization of contract education for colleges to be more responsive to employer workforce training needs.
3. Number of colleges utilizing contract education as a mode of delivering educational content.
4. Number of contract education opportunities developed by RDs for employer engagement for colleges regionally.
5. Contract Education Success Stories (narrative supported by data)

Beyond the metrics identified above, there are additional and critical policy guideposts important to the work of WEDD to which the grantees will also be held accountability and will need to incorporate as appropriate into their individual workplans. They include the following:

ADDITIONAL ACCOUNTABILITY CONSIDERATIONS:

A. Guided Pathways

The Guided Pathways framework creates a highly structured approach to student success that provides all students with a set of clear course-taking patterns to promote better enrollment decisions and prepare students for future success.

Guided Pathways is aimed at helping students reach their career and educational goals by creating highly structured, unambiguous road maps that will lead to a defined objective. Done correctly, the Guided Pathways framework can improve student achievement and transfer, cut down on the total number of units while earning a degree, increase career certifications and eliminate achievement gaps.

The Guided Pathways framework rests on four pillars. They are:

- Create clear curricular pathways to employment and further education
- Help students choose and enter their pathway
- Help students stay on their path
- Ensure that learning is happening with intentional outcomes.

B. AB 705 (2017)

AB 705 is a bill signed by the Governor on October 13, 2017 and took effect on January 1, 2018. The bill requires that a community college district or college maximize the probability that a student will enter and complete transfer-level coursework in English and math within a one year timeframe



Exhibit E

Accountability Measures & Metrics

and use, in the placement of students into English and math courses, one or more of the following: high school coursework, high school grades, and high school grade point average.

The bill also authorizes the Board of Governors to establish regulations governing the use of measures, instruments and placement models to ensure that these measures, instruments and placement models achieve the goal of maximizing the probability that a student will enter and complete transfer-level coursework in English and math.

AB 705 was written to clarify existing regulation and ensure that students are not placed into remedial courses that may delay or deter their educational progress unless evidence suggests they are highly unlikely to succeed in the college-level course. Assessment instruments and placement policies have serious implications for equity, as students of color are far more likely to be placed into remedial courses; students placed into remediation are much less likely to reach their educational goals.

Evidence suggests that community colleges are placing too many students into remediation and that significantly more students would complete transfer requirements in math and English if enrolled directly in transfer-level English and math courses. Research suggests that when used as the primary criterion for placement, assessment tests tend to under-place students; and a student's high school performance is a much stronger predictor of success in transfer-level courses rather than standardized placement tests.

C. Student Success Metrics

Student Success Metrics pinpoint critical milestones and accomplishments that align with the Vision for Success and the Student Centered Funding Formula, and integrate metrics associated with various initiatives and funding streams.

<https://digitalfutures.cccco.edu/Projects/Student-Success-Metrics>
<https://digitalfutures.cccco.edu/Portals/0/Documents/Simplifying%20Metrics/simplified-metrics-grid.pdf>

D. Student-Centered Funding Formula

The Student Centered Funding Formula is all about ensuring community colleges are funded, at least in part, in how well their students are faring. It is upending how California's community colleges receive state money by



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Accountability Measures & Metrics

basing general apportionments – discretionary funds available to community college districts – on three calculations:

- A base allocation, which largely reflects enrollment.
- A supplemental allocation based on the numbers of students receiving a College Promise Grant, students receiving a Pell Grant and students covered by AB 540.
- A student success allocation based on outcomes that include the number of students earning associate degrees and credit certificates, the number of students transferring to four-year colleges and universities, the number of students who complete transfer-level math and English within their first year, the number of students who complete nine or more career education units and the number of student who have attained the regional living wage.

The Student Centered Funding Formula's metrics are in line with the goals and commitment set forth in the California Community Colleges' Vision for Success and can have a profound impact closing achievement gaps and boosting key student success outcomes. It was created in coalition with organizations such as the Campaign for College Opportunity, Education Trust-West and other key stakeholders.



EXHIBIT F

Minimum Qualifications for Regional Directors

General for all Regional Directors

The following are recommended minimal qualifications for regional directors. The sector specific requirements are in addition to these recommended minimal qualifications.

Education and Experience:

- Bachelor's Degree in sector-related discipline;
- Master's Degree preferred;
- 5-7 years' industry experience in sector;
- Four (4) years of related community college or equivalent experience with at least two (2) years of management or supervisory experience at the Director or Dean level;
- Experience working with grant-funded Economic and Workforce Development (EWD) program preferred; and,
- Experience in creating and implementing industry and workforce education and training programs in regards to the sector.

Knowledge of:

- Higher education mission, organization, and policies for community colleges;
- Basic workings of the California Community College system;
- Host District policies and procedures;
- Program planning process including setting measurable objectives;
- Current teaching and learning methods, including knowledge of the Canvas learning management platform;
- Credit, non-credit, and not-for-credit curriculum development;
- New CTE standards of the California Department of Education;
- Sector-specific employment needs;
- Sector-specific federal, state, and local laws, codes and regulations; and
- Grant and contract management, including financial accounting and budgeting.
- Advanced Project management principles and practices.
- Advisory committees and how they work.
- Sector-specific knowledge, subject-matter expert in-sector.
- Business and strategy development.



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- Analysis of potential impact of future technological, political, environmental and economic trends may have on education and technical training needs.
- Principles of public relations.

Ability to:

- Plan, prioritize, assign work, and manage all program assets in order to meet work plan objectives, schedules and timelines;
- Market program training/services to colleges, industry employee groups and legislative bodies;
- Create and manage work plans, budgets, and ensure up-to-date program reporting;
 - Work effectively with faculty from diverse programs and within the California Community College system;
 - Hire, contract, plan, direct and manage the activities of contractors;
 - Interpret and apply relevant federal, state, county, and district rules, regulations, policies, and procedures;
 - Prepare and deliver studies, assessments, articles, outreach presentations, and, where possible, technical training;
 - Communicate effectively both orally and in writing to diverse groups;
 - Create and maintain cooperative relationships with local, regional, national employers, agencies and governmental entities;
 - Participate and support regional and college advisory groups to assist in the creation and implementation of program mission and goals;
 - Supervise, mentor, monitor and evaluate technical and administrative center staff;
 - Demonstrate an awareness and sensitivity dealing with racial, ethnic, gender, disabled, economically and culturally diverse people;
- Demonstrate computer, as well as related technology and software, knowledge to effectively manage the program and meet work plan objectives;
 - Assess industry needs and develop timely deliverable solutions such as curriculum and training that meet regional and statewide needs;
 - Coordinate, archive and disseminate center-developed products with the Regional Consortia, relevant Statewide Director(s), California Community Colleges and industry partners;
 - Provide professional leadership and direction for the assigned operation;
 - Monitor budgets and contracts;
 - Participate in budget development;
 - Secure private and public sector matching funds for grants;
 - Analyze data and information and interrupt results;
 - Develop effective relationships with partners, be collaborative in nature, demonstrate a readily coachable nature;
- Communicate effectively, both verbally and in writing, with faculty and staff,



California Community Colleges

students, and community members;

- Demonstrate a basic ability to assemble and analyze labor market data; and,
 - Convene stakeholders.
-
- Creation and implementation of industry and workforce education and training programs (or courses) in specific industry sectors.
 - Awareness of the potential impact future technological, political, environmental and economic trends may have on education and technical training needs.
 - Experience in or with an advisory committee or understanding of how advisory committees work
 - Basic understanding of curriculum development practices and regulations as well how the K-12 system connects to community college system and how the community college system connects to university
 - Experience in project planning and implementation
 - Industry stakeholder contacts including current relationships with industry stakeholders that can inform workforce education and training;
 - Knowledge of basic learning and teaching methods that enable the translation of industry workforce requirements into relevant curriculum.
 - Desirable Qualifications, including:
 - Business development: analyzing multiple points of view – industry, education, local workforce development boards or WIBs, and funding agencies – to create a practical approach to developing programs to meet the needs of all stakeholders
 - Strategy development: Translating the above approach plus analysis of labor market data into a shared vision among stakeholders that results in an executable program strategy;
 - Consultative skills: Applying consultative skills that respect the diverse positions of stakeholders and achieves commitment to implement the program strategy;



Sector Specific Minimum Qualifications

Advanced Transportation and Logistics

- At least 5-7 years' industry experience in:
 - Advanced transportation technology and/or energy related field consistent with the advanced transportation and logistics program objectives
 - Creation and implementation of industry and workforce education and training programs (or courses) in specific industry sectors.
- Awareness of the potential impact future technological, political, environmental and economic trends may have on education and technical training needs.
- Working knowledge of the technical aspects of alternative fuel vehicles technologies and their system infrastructure requirements.
- Working knowledge of basic energy technologies, such as solar photovoltaic, solar thermal, wind-generation technologies and their related building envelope and/or distribution system needs and implications;
- Depending on regional issues and workforce needs, knowledge or experience regarding advanced technology as it relates to on and off road vehicles, aeronautical applications, light and heavy rail operations, intelligent transportation systems (ITS), geographic information systems (GIS) technologies and marine applications.

Agriculture, Water and Environmental Technology

- Bachelor's degree in an agriculture related field preferred.
- Fundamental knowledge of the agriculture and natural resources industry including, to a lesser degree, some understanding of water and environmental technology



Energy, Utilities and Construction

- Previous employment in, provision of services or products to, or participation in developing courses and career pathways with the Energy, Utilities and Construction industry;

Global Trade

- Bachelor's degree from an accredited institution (MBA preferred)
- At least 5-7 years' experience in private sector international business;
- A valid passport;
- Knowledge and understanding of federal, state and other international business resources;
- Demonstrated experience and knowledge in mitigating financial or operational risks in the global marketplace;
- At least three years in a management role, including supervisory and budgeting responsibilities;
- Experience teaching at a California Community College is preferred but not required; and,
- Demonstrated experience in project management and facilitating collaboration.

Health Workforce Initiative

- Licensed health care professional;
- Experience teaching nursing or allied health related credit or not-for-credit curriculum;
- At least two years of the total 5-7 years of experience working in the health care industry.

Information and Communication Technology-Digital Media

- Subject matter knowledge of:
 - of current occupational requirements for Information Technology, Software Development, and Digital Media skills in their core and hybrid industry settings;
 - Mobility and Communications;
 - Industry-recognized third party Certifications;
 - Relevant and evolving future technologies.

Life Sciences/Biotechnology

- Masters in a Science, Technology, Engineering and/or Mathematics;
- At least 5-7 years' demonstrated industry experience in related life science or biotechnology industry.

Small Business & Entrepreneurship

- Bachelor's degree from an accredited four year college or university with a major in business administration, public administration or a related field; MBA preferred; and



California Community Colleges

- Two (2) years of experience out of minimum 5-7 years must be as an entrepreneur or business owner.

Knowledge of:

- Business start-up
- Small business management;
- Federal, state, and regional resources available to businesses;



EXHIBIT G

Responsible Administrator Certification Roles and Responsibilities for Onboarding of Regional and Center of Excellence Directors

In addition to the Roles and Responsibilities described in the 2018/19 RFA, in order to achieve the agreed upon grant performance, the roles and responsibilities of the “Responsible Administrator” to CCCCO as Grantee will include but are not limited to:

- Reviewing with Regional or Statewide Director all aspects of the RFA as agreed to by the District and/or College including providing a written and digital copy of the Grant Agreement Appendix A and all other relevant documents;
- Providing the Regional or Statewide Director the support necessary to fulfill all aspects of the grant agreement, particularly those as required by region;
- Acting as point of contact for all CCCCO communications and concerns related to overall performance of the grant including performance of identified Regional or Statewide Director and/or other staff and subcontractors;
- Onboarding Regional or Statewide Director within the District/College to become familiar with District/College Administrative processes and requirements and providing written and digital documentation including but not limited to:
 - An accurate Organizational Chart with appropriate contact information
 - Budget review and management
 - Grant management and amendments requirements
 - Subcontracting
 - Hiring of independent contractors
 - Purchasing and other procurement processes
 - Grant and accounting requirements, processes, procedures, expectations, timelines and any other factors which might influence the ability of the Grantee and Regional or Statewide Director to complete the work under grant requirements and workplans
 - Required documentation for timesheets and other information to determine time and effort
 - Travel policies and requirements (where applicable)



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- All other processes and procedures necessary to ensure grant administration and operations to meet grant expectations and deliverable in a timely manner as agreed to
- Informing and certifying that relevant Regional or Statewide Director and staff are presented with District and/or College policies on:
 - Non-discrimination
 - Americans with Disabilities Act
 - Conflict of Interest
 - Drug-Free Workforce
 - Any additional federal and/or state required policies
- Informing the Regional or Statewide Director on District and/or College policies and procedures relevant to evaluation of performance as **a District or College employee** including promotion and termination
- Providing in written form assurances that a newly hired employee meet or exceeds the minimum qualifications as attached in Appendix H
- Ensuring that positions align with relevant job specifications and duties
- Developing Regional or Statewide Director positions in response to grant requirements
- Addressing individual performance issues
- Evaluating and documenting performance of the Regional or Statewide Director in consultation with and input from the respective Regional Consortia chair or Statewide Director for Centers for Labor-Market Research
- Ensuring that administrative processes and timelines do not unnecessarily or negatively impact the performance of the grant, including the timely expenditures of funds as agreed to in the RFA.

Responsible Administrator Certification

In accordance with the 2018-2019 required grant renewal process, I certify that I am the Responsible Administrator and I will conduct the outlined on-boarding process to help fulfill the RA role, as outlined in Appendix H of this application. Please complete and return the certification with the renewal application packet.

Print Name:	Phone Number:	
Signature :		Date:
Title:	District:	
E-mail Address:		



Exhibit H

WEDD Renewal Grantee Roles and Responsibilities 2020-2021

The CCCCO is a state agency representing the largest system of higher education in the nation with 2.1 million students attending 116 colleges. Grantees receive funding from the Workforce and Economic Development Division (WEDD) to deliver approved activities via submitted workplans, and to deliver outcomes specified as per grant requirements to advance student success, in employment and wage gains. **Grantees, their project staff, agents, or contractors DO NOT represent, speak on behalf of, act as a member of, or is affiliated with the Chancellor's Office.** Grantee project staff are employees and contractors affiliated with the District/College where CCCCO has provided grant funding directly, or via a Fiscal Agent acting on behalf of the Chancellor's Office. Affiliation of all grant project staff and contractors are with the District/College holding the grant agreement, and not the Chancellor's Office.

Regional Consortia:

- Act as first point of contact in representing the Region served, on behalf of Districts/Colleges within the region to public and private business and community organizations in responding to and advancing the economic and workforce needs of regional economies and emerging sectors.
- Provide leadership, coordination, and guidance across the region on behalf of Districts/Colleges served, in support of achieving systems transformation and achieving the goals of the Vision for Success in serving students.
- Provide technical assistance and logistical support where necessary in implementation of regional programs/projects and initiatives, and work with the Chancellor's Office staff on statewide programs and initiatives.
- Provide leadership, guidance, and coordination of Regional Directors assigned within their respective regions, in responding to regional workforce and economic needs. Working in collaboration and coordination with Statewide Directors for Employer Engagement, COEs, TAPS, contract education, etc., to serve the District/Colleges, to achieve increased capacity and ability to close regional employment gaps.
- Provide leadership and coordination of the Career Education and Workforce Programs across the region, to ensure workforce supply meets industry demand, and increase skills attainment and quality of workforce in maintaining California's economic competitiveness globally.



California Community Colleges

- Collaborate with local and regional key stakeholders to convene, coordinate, connect the region's workforce and economic development networks (Regional Directors, TAPS, college leadership, CCC stakeholders) with regional businesses to ensure that every community college in the region works to align with regional industry sector priorities, as well as has the opportunity to participate in regional decision making processes, and regional investment of resources.
- Support and coordinate workforce activities within the region that positively impact student success in retention, completion, employment and student wage gain. This includes cultivating regional collaborative communities so that practitioners and/or faculty are deeply engaged in the region's priority and emergent sectors.
- Create and manage regional logistics and collaboration tools, such as websites, listservs, meeting logistics, reporting, directories, and communication between member colleges to provide relevant information concerning regional activities including: consortia member listing, available services and tools, meeting minutes, opportunities to participate within the consortia, listing of active collaborative communities, in-region contacts for priority and emergent sectors, and listing of professional development opportunities

Regional Director for Employer Engagement:

- Provides services and technical assistants to Districts/Colleges as follows:
 - Under direction of Regional Consortia, in collaboration with the Centers of Excellence, Contract education and workforce development staff, and other workforce programs to assist colleges with connecting in demand workforce skills to training and instruction (competency based)
 - Assist colleges to increase placement rates of students in career education programs
 - Develop in depth understanding of industry in-demand skills and career pathways and assist colleges with mapping skills to certificates, programs and degrees
 - Connect colleges to employers to facilitate creation of short-term workforce training programs with job placement and wage outcomes for students, utilizing competency based approach and applying credit for prior learning.
 - Identify trends in technology (existing and emerging), changing skill sets, to inform colleges in matching supply to demand, and assist in improving program performance for the sector
- In coordination with the Regional Consortia, convene colleges (with relevant programs), employers, workforce and economic development organizations and labor stakeholders, to:



California Community Colleges

- Identify the regional workforce needs and skills gaps in the workforce supply
 - Identify and implement work-based learning opportunities for students to increase students employability and workforce preparation
 - Facilitate development of new and existing workforce training programs to increase student job placement rates and attainment of living wages
 - Support and facilitate alignment of regional priorities with college programs, and improve capacity and capability of colleges to provide rapid response in addressing employer workforce needs, leading to job placement and/or job retention and wage advancement for students.
 - Assist colleges in developing potential pool of industry experts, including employer partners, who can provide instruction, provide input to curriculum review and audit course content for effectiveness.
-
- Collaborate with statewide and regional networks within the external to the system, and colleges to expand the use of contract education to meet the workforce training needs of business and industry in an expedited manner.
 - Collaborate with state and regional Technical Assistance Providers to provide industry forums that inform faculty, career counselors, and program staff to further understand the job sectors, career pathways, in-demand skills, and how future of work is shaping skills development and expectations.
 - Work with Regional Consortia chair to increase offerings of industry recognized certification programs to advance workforce skill development in-region with a focus on industry standards and technical skills specific relevant to employers.
 - Educate and inform colleges on connecting program development or revisions activities, and curriculum content, to match skills sets needed for specific workforce occupations sectors, and adjusting for changing standards and certifications.
 - Collaborate with K-12—particularly SWP K-12-- to improve career pathways linkages between the two systems, focused on high-need, high-growth, or emerging regional economic sectors.
 - Assist employers with navigating and translating processes when partnering with a local college, and assist colleges with successfully maintaining active employer partnerships that results in providing employment opportunities directly to students.



Statewide Director for Employer Engagement:

- Provide technical assistance, project management, and logistical support to statewide and regional projects to advance sector strategies, regional development, accountability- based performance metrics, and the adoption of effective workforce and economic development practices.
- Act as first point of contact for statewide industry organizations and employers with the intent of assisting engagement with the community college system to respond to sector needs. Represent community colleges interests in meetings and workgroups within the sector of engagement and facilitate that respective sector's business/industry connection with the community college system.
- Act as sector expert staying current with industry workforce development needs, trends, and funding opportunities in order to provide expert recommendations to the Chancellor's Office, Regional Consortia, Regional Directors and workforce development entities within the system.
- Develop and implement sector initiatives under the direction of the Chancellor's Office Workforce and Economic Development Division Vice Chancellor/Assistant Vice Chancellor.
- Assist the Regional Consortia and Regional Directors to meet the needs of their particular industry sector in evaluating impact of their sector on the region's economy.
- Assist in the formation of workforce development networks, and development of contract and fee-supported approaches for meeting workforce training needs in their sector.
- Under the direction of the Chancellor's Office and upon request, provide support on:
 - Statewide initiatives projects as requested
 - Participating in meetings and planning of workforce initiatives
 - Providing technical assistance as needed on workforce state statutes and any related compliance and reporting; and,
 - Supporting and contributing to statewide and regional sector strategic planning.



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- Work to advance the implementation of the Vision for Success goals relating to sector work, particularly increasing employment for career education students and increase credential attainment.



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“Powered by” Attribution Mark and Guidelines

June 2020

Introduction

Over the past two years, the California Community Colleges Chancellor's Office has been integrating and aligning its branding to bring better cohesion across projects and programs. Most recently, the Chancellor's Office phased out the separate branding of several divisions, specifically Doing What Matters for Jobs and the Economy and the Institutional Effectiveness Partnership Initiative, or IEPI. Following the sunseting of these brands, programs associated with each division were asked to remove references to *Doing What Matters for Jobs and the Economy* and use a new "Powered by" attribution mark when referring to partnership with the Chancellor's Office.

The following guidelines provide instruction for usage and implementation of this new attribution.

“Powered by” Attribution Mark

The “Powered by” attribution mark is to be used solely by official partners or grantees funded by the California Community Colleges Chancellor’s Office. This allows partners the flexibility to retain their branding while communicating affiliation with the California Community Colleges and the Chancellor’s Office.

Please note that affiliation with the California Community Colleges and the Chancellor’s Office is not equivalent with association to the State of California, and guidelines do not encourage use of the state’s official seal.

The attribution mark consists of the primary California Community Colleges logo and the “Powered By” attribution text.



Vertical (Stacked) Version



Horizontal Version

Attribution Mark Colors

Each “Powered by” attribution mark is available in several color variations depending on the application. Approved options for color combinations are provided here.

3-color
on light grey



POWERED BY
California Community Colleges

2-color
on white



POWERED BY
California Community Colleges

White
on dark blue



POWERED BY
California Community Colleges

Dark blue
on white



POWERED BY
California Community Colleges

Black
on white



POWERED BY
California Community Colleges

Attribution Mark Color Do Nots

The color variations shown here are not approved due to accessibility requirements or because they are considered off-brand.

✗ 3-color
on dark grey



✗ Light grey
on white



✗ White
on gold



✗ Dark blue
on dark grey



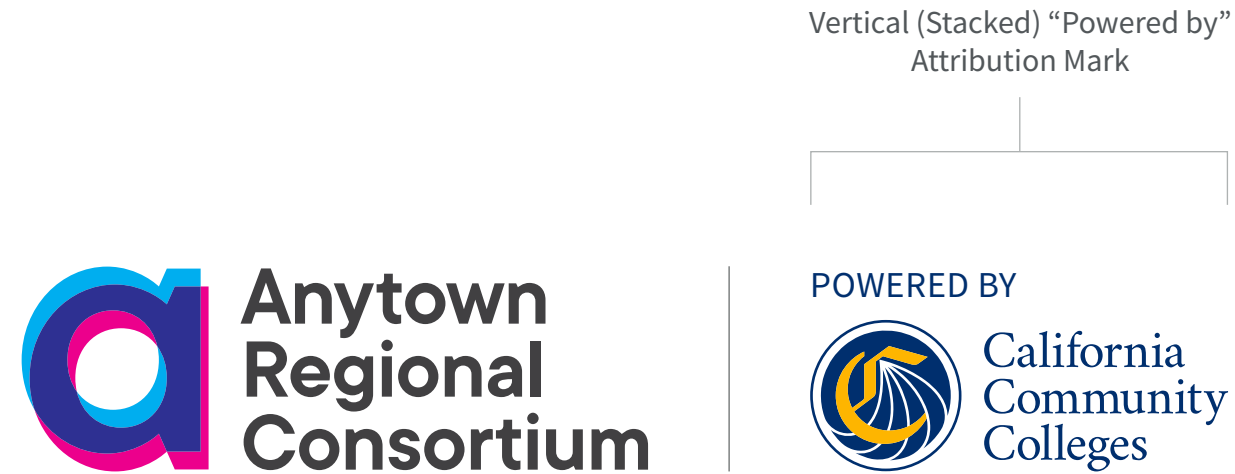
✗ Gold on
dark blue



Applying the “Powered by” Attribution Mark

Always use the “Powered by” attribution mark in the presence of your organization’s logo. The “Powered by” attribution mark can only be used on its own if your organization’s logo or branding has already been established – e.g. your organization’s logo is in the header of a document and the “Powered by” attribution is in the footer.

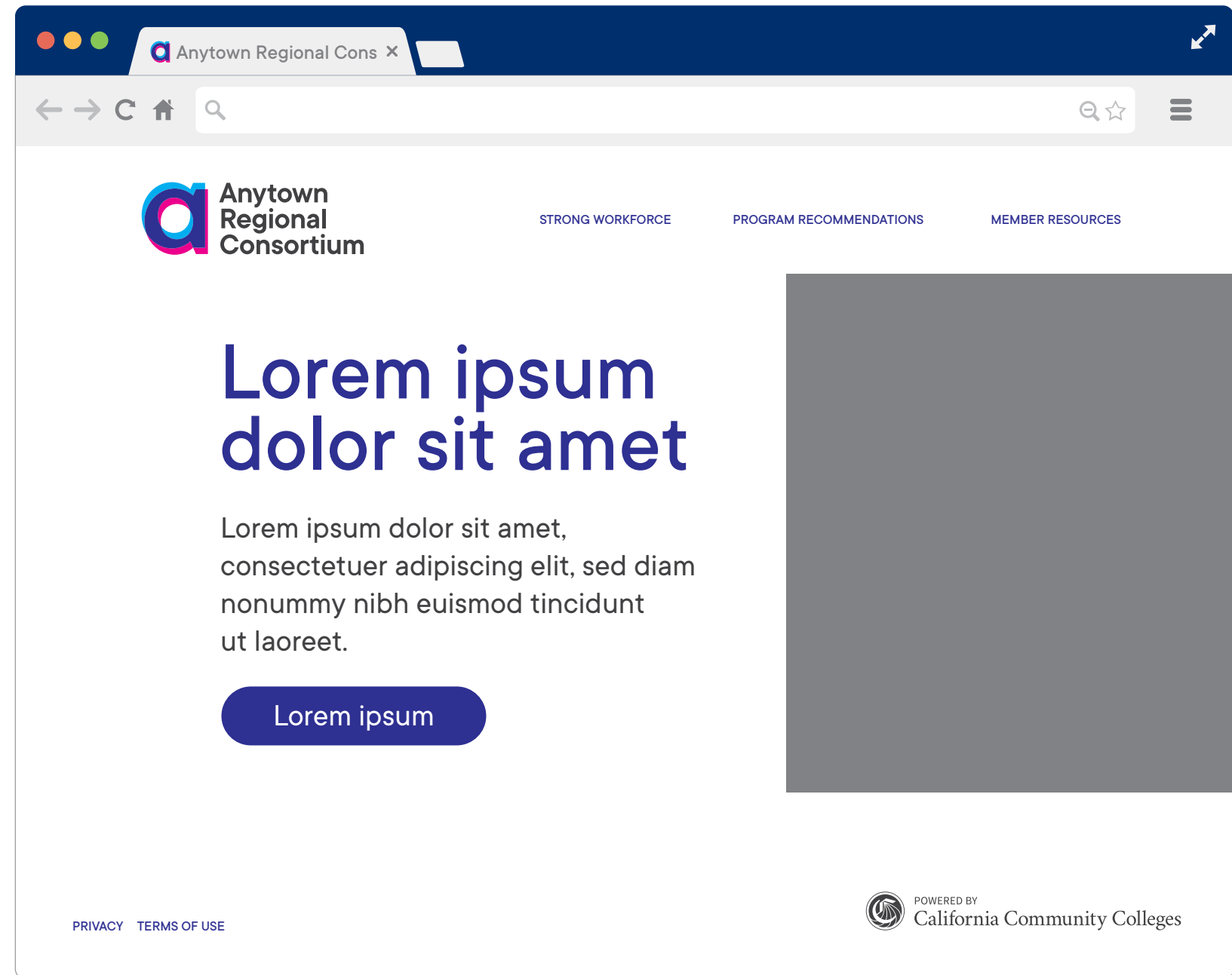
Samples of attribution use cases can be found on subsequent pages. The “Anytown” brand has been created as an example for the purpose of conveying these use cases and essentially can be replaced with your own branding or logo.



“Powered by” Attribution Mark Use Cases Website

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the website’s header and the horizontal “Powered by” attribution mark is displayed in the lower right corner of the website’s footer.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. Charcoal gray is reflected in this example.

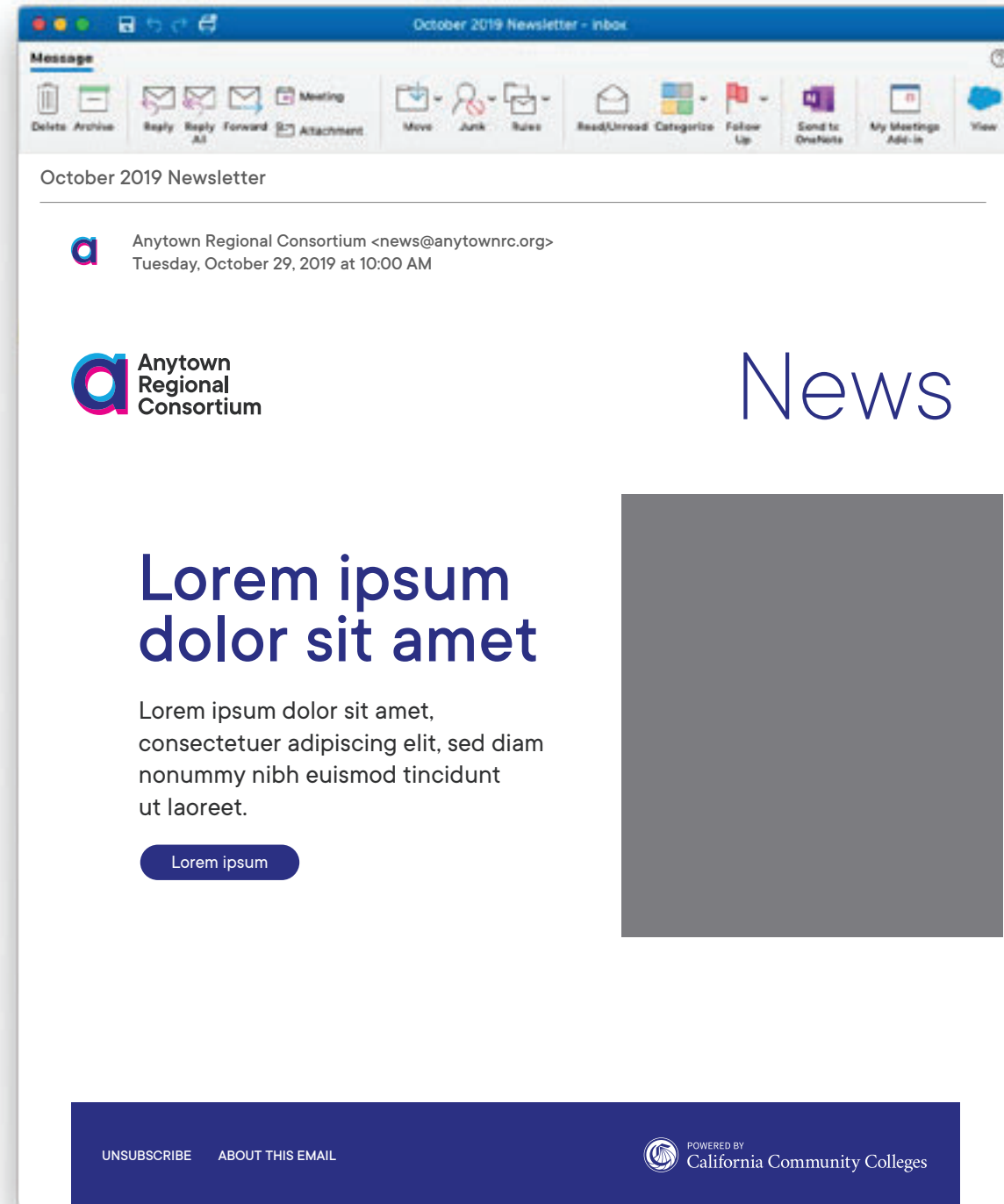


Horizontal “Powered by” Attribution Mark

“Powered by” Attribution Mark Use Cases Email

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the email header and the horizontal “Powered by” attribution mark is displayed in the lower right corner of the email’s footer.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. White is reflected in this example.



Horizontal “Powered by” Attribution Mark

“Powered by” Attribution Mark Use Cases Print Flyer

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the upper right corner of the flyer and the horizontal “Powered by” attribution mark is displayed in the lower right corner.

This example uses the full-color version of the “Powered by” attribution mark.



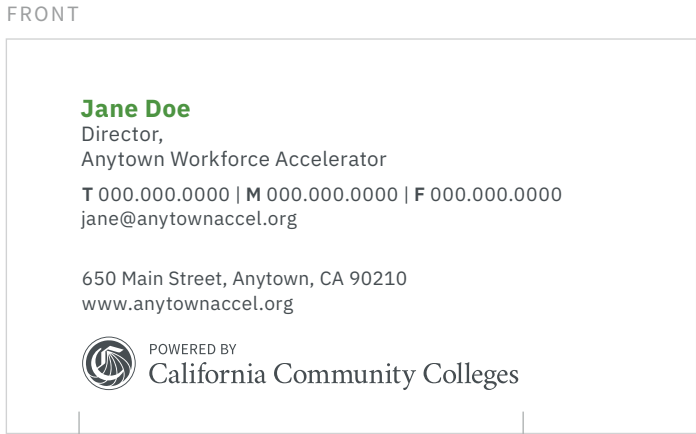
Vertical (Stacked) “Powered by” Attribution Mark

“Powered by” Attribution Mark Use Cases Business Card

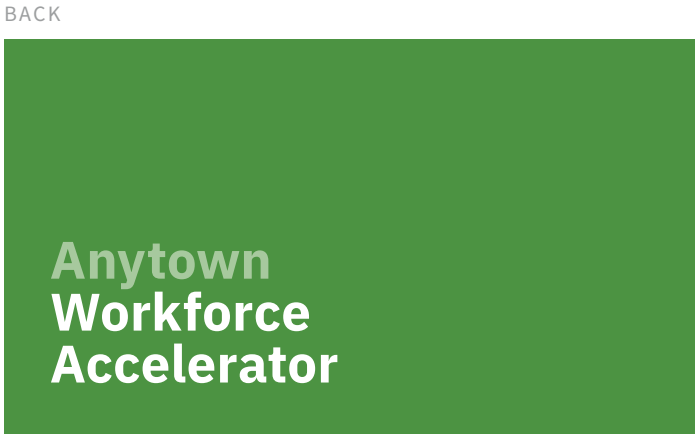
The Chancellor’s Office requires you to use your district-approved business card template and to discuss any changes or additions with your district communications office.

The following examples show several possible ways to incorporate the “Powered by” attribution with your organization’s established branding.

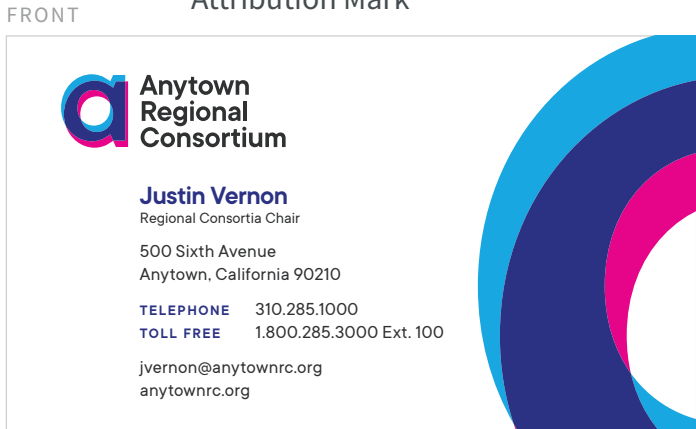
The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. Charcoal grey and white are reflected in this example.



Horizontal “Powered by” Attribution Mark



Vertical (Stacked) “Powered by” Attribution Mark



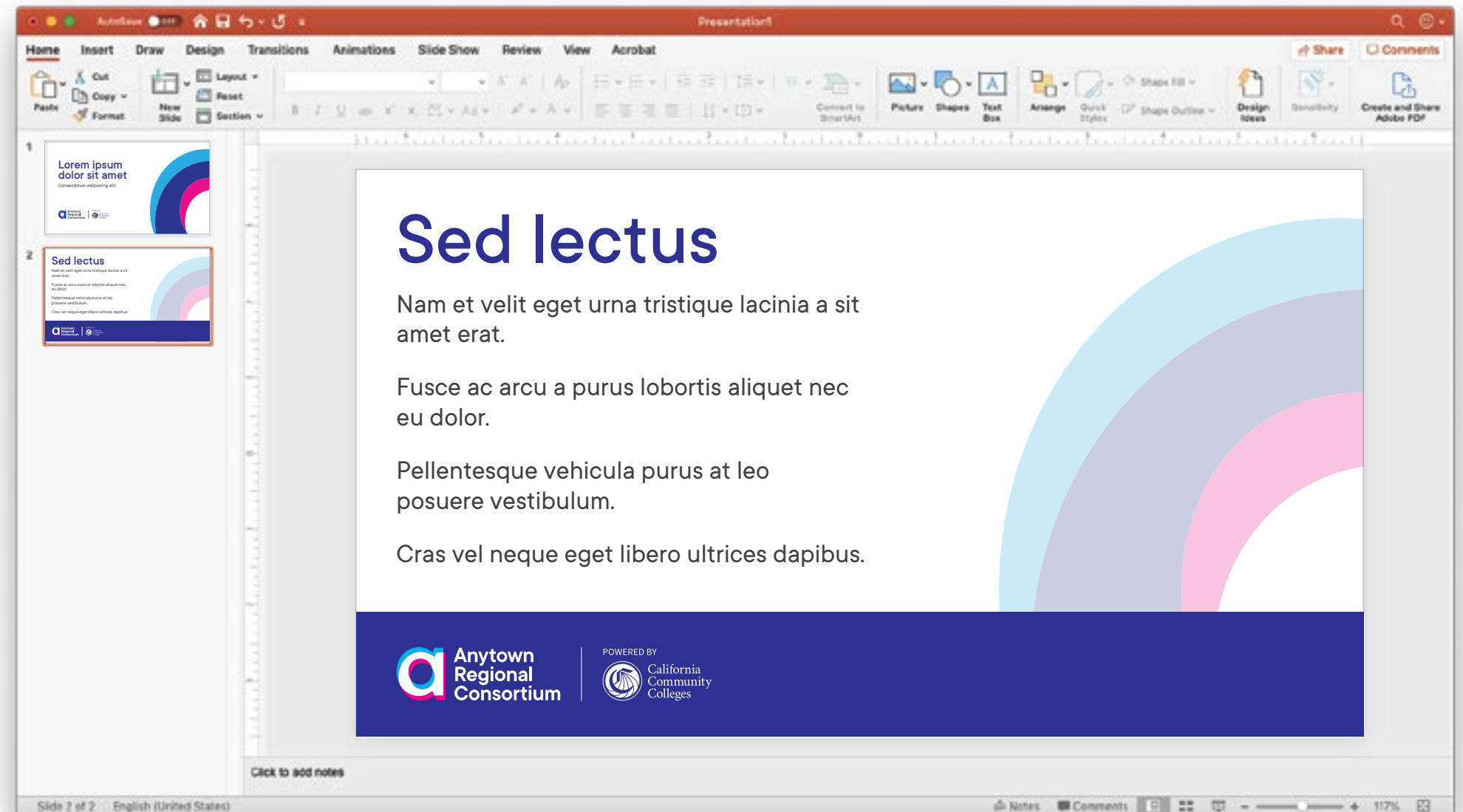
Vertical (Stacked) “Powered by” Attribution Mark



“Powered by” Attribution Mark Use Cases Presentation

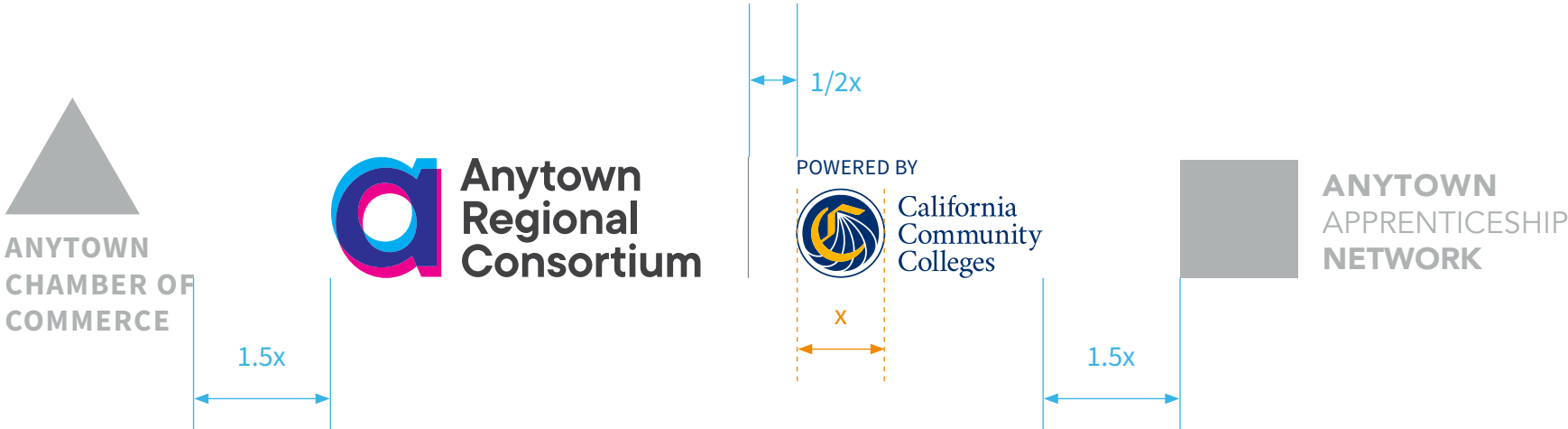
This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The presentation contains the primary logo locked up with the vertical (stacked) “Powered by” attribution mark.

The title slide contains the full-color lockup whereas the body slide contains a reversed lockup within the slide footer.



“Powered by” Attribution Mark Use Cases Multiple Partners

When your organization’s logo is being displayed alongside other partners, use the vertical (stacked) lockups alongside your logo and maintain proper clearspace to ensure effective brand presentations for both your organization and the Chancellor’s Office. Do not use the horizontal version.



Spacing guidelines

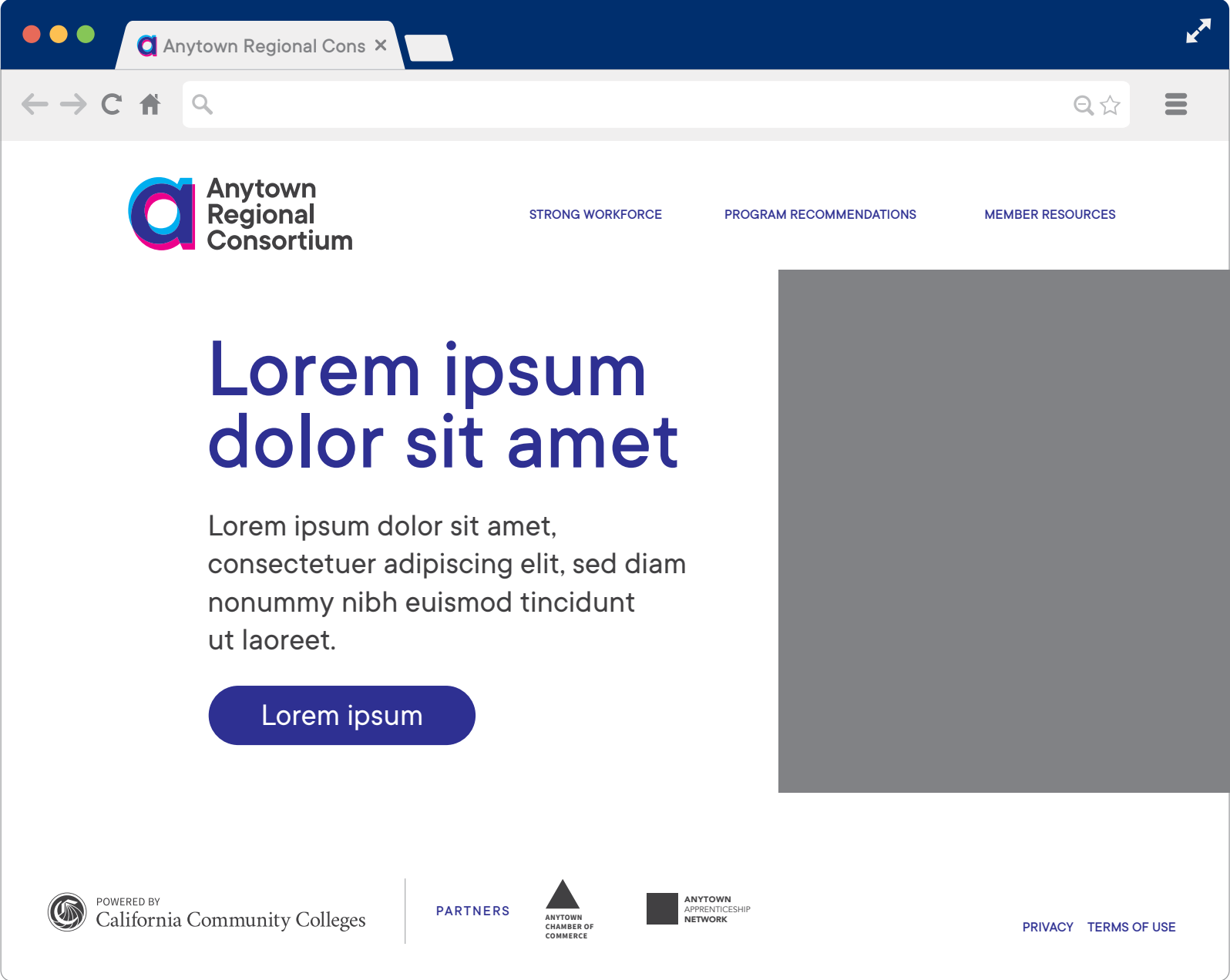


Final presentation

“Powered by” Attribution Mark Use Cases Website with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the website’s header and the horizontal “Powered by” attribution mark is displayed in the lower left corner of the website’s footer. Partner logos are displayed next to the “Powered by” attribution mark and separated by a piping bar.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. Charcoal gray is reflected in this example.



Horizontal “Powered by” Attribution Mark

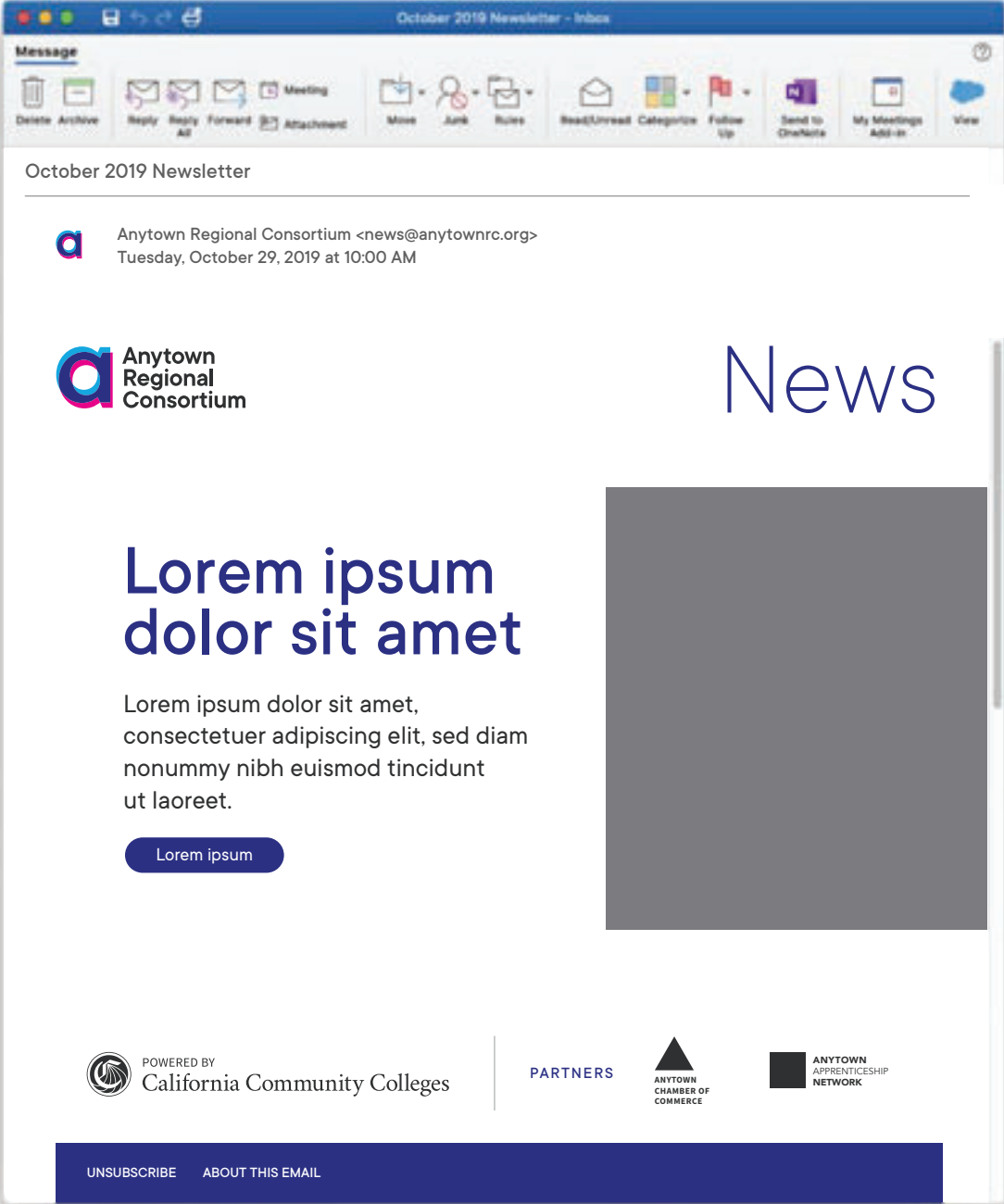


Partner Logos

“Powered by” Attribution Mark Use Cases Email with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the email header and the horizontal “Powered by” attribution mark is displayed in the lower left corner of the email’s footer. Partner logos are displayed next to the “Powered by” attribution mark and separated by a piping bar.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. White is reflected in this example.



Horizontal “Powered by” Attribution Mark

Partner Logos

“Powered by” Attribution Mark Use Cases Print Flyer with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the lower left corner paired with the vertical (stacked) “Powered by” attribution mark. Partner logos are displayed to the right of the lockup with the proper amount of clear space separating each logo.

This example uses the full-color version of the “Powered by” attribution mark.



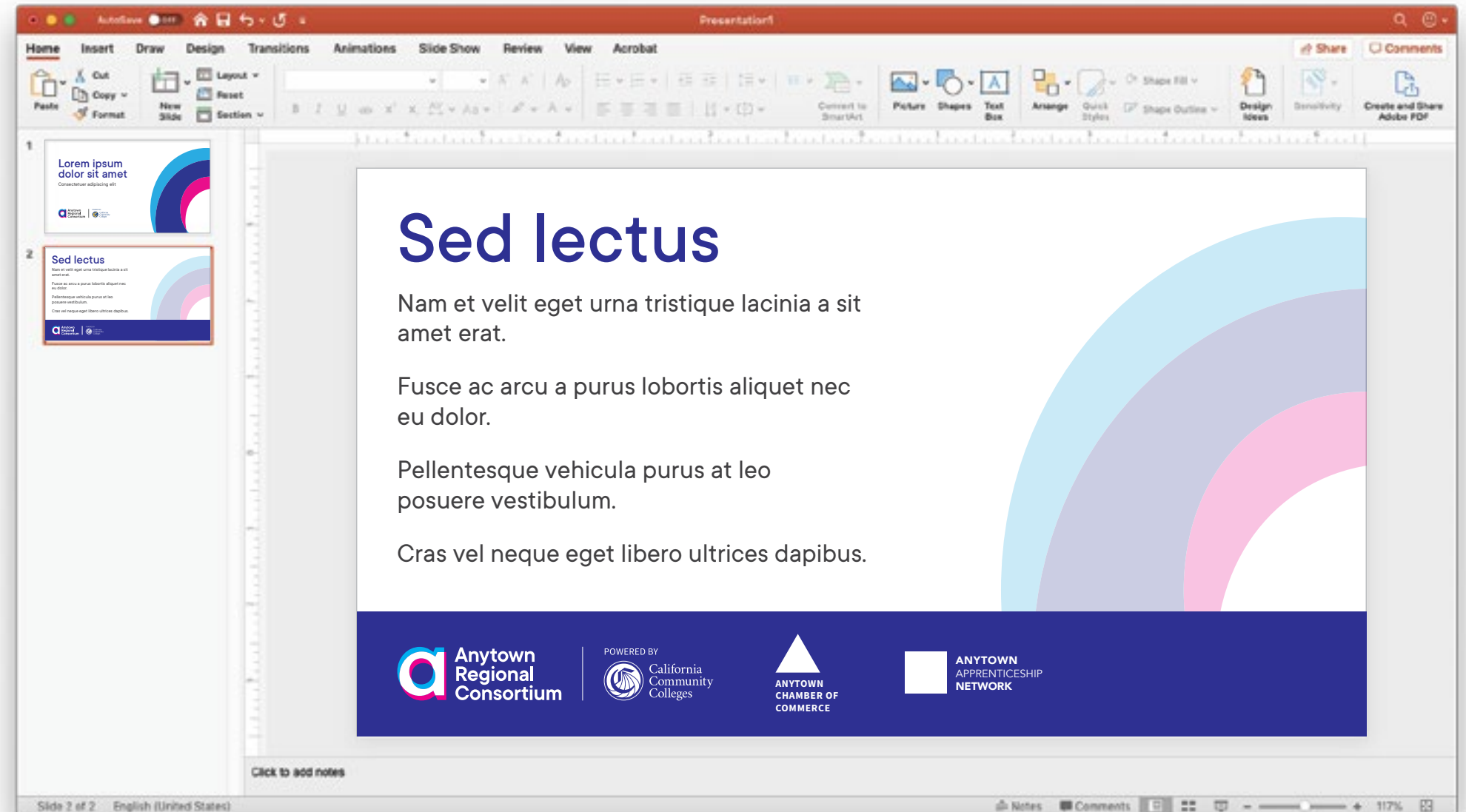
Organization Brand with Vertical (Stacked) “Powered by” Attribution Mark

Partner Logos

“Powered by” Attribution Mark Use Cases Presentation with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The presentation contains the primary logo locked up with the vertical (stacked) “Powered by” attribution mark. One-color, reversed partner logos are displayed to the right of the lockup with the proper amount of clear space separating each logo.

The title slide contains the full-color lockup whereas the body slide contains a reversed lockup within the slide footer.



“Powered by” Attribution Email Signatures

The Chancellor’s Office requires you to use your organization or district’s standard email signature and to discuss any changes or additions with your district communications office.

The following examples show several possible ways to incorporate the “Powered by” attribution with your organization’s established branding.

✓ This signature uses text to signify the sender’s connection to the California Community Colleges.

Justin Vernon
Regional Consortia Chair
Anytown Regional Consortium

jvernon@anytownrc.org
anytownrc.org

Powered by the California Community Colleges

✓ This signature uses an image of the horizontal “Powered by” attribution mark to signify the sender’s connection to the California Community Colleges.

Jane Doe
Director
Anytown Workforce Accelerator

650 Main Street, Anytown, CA 90210
T 000.000.0000 | M 000.000.0000 | F 000.000.0000
jane@anytownaccel.org
anytownaccel.org



✗ Any “Powered by” language should not imply that you work as part of the Chancellor’s Office or Workforce and Economic Development Division or speak on behalf of either party.

Jane Doe
Director, Anytown Workforce Accelerator
Powered by the California Community Colleges Chancellor’s Office
Division of Workforce and Economic Development

650 Main Street, Anytown, CA 90210
T 000.000.0000 | M 000.000.0000 | F 000.000.0000
jane@anytownaccel.org
anytownaccel.org

“Powered by” Attribution Do Nots

- 1. Do not use the California Community Colleges official seal alongside your organization’s logo. This logo is reserved for official use only and may not be used for partnership marketing purposes.
- 2. Do not reposition the elements that create the “Powered by” attribution mark.
- 3. Do not use older initiatives such as Doing What Matters or IEPI in any co-branding instances.
- 4. Do not stretch or distort the “Powered by” attribution mark.



The Chancellor's Office recognizes that grantees often require the help of a third-party vendor when producing publications such as reports, briefings, PowerPoint presentations, newsletters, and other publications.

To maintain quality and brand standards, we require all third-party vendors or partners to follow the official branding guidelines as detailed in this document when creating a report or collateral piece commissioned using Chancellor's Office funding.

The previous branding guidelines are to be used by official Chancellor's Office partners and funding recipients. All usage of the "Powered by" attribution must be approved by the Chancellor's Office Communications and Marketing Division.

Please contact us at brand@cccco.edu to submit materials for review or should you have any questions after reading through the guidelines. If you are a partner or grantee of the Workforce and Economic Development Division, please include **WEDD 'Powered by' Attribution Mark** in the subject line of your email, along with your contact information in the body copy. We ask that you allow 48 hours for a response.



Exhibit J

Definition of Match

Matching Resources

A primary factor in considering the award of funds is the level and commitment of business and industry partners, in addition to the college host. Projects are required to show one dollar of match for each dollar of Economic and Workforce Development Program funding (one to one matching of funds). The level and commitment from business and industry, shown by cash or in-kind matching basis, is **required** for internships and performance-improvement training activities. For all other activities, matching resources may come from various sources and may be cash or in-kind. In-kind resources include, but are not limited to, District staff time used to support grant activities but are not paid for by grant funds, significant facilities use, and donation of equipment. Cash match are monetary. All match should offset real costs of the project.

Examples of match include, but are not limited to:

- FTES apportionment generated for courses offered as a result of the project as calculated by the College Finance and Facilities Planning Division of the Chancellor's Office;
- Facilities donated for classes and/or grant operations;
- Paid internships (business partners paying students' salaries. NOTE: Grant funds cannot be used for paying students for internships)
- ETP contracts
- Federal grants
- Other state, local or private grants applied to the grant project (other Economic and Workforce Development grants funds cannot be used for match)
- Equipment donations with documented value of the donated equipment
- Indirect administrative overhead costs not to exceed 4% of the total grant amount

NOTE: Grantees will be expected to include in their final report all match actually generated.

Budget Detail Sheets must be prepared for each donor of matching resources (see the budget form examples in the *Instructions*). The budget detail must clearly delineate the proposed expenditures for both the requested Economic and Workforce Development Program funds and the matching funds. Budget detail sheets for match must have either the signature of the match donor, a written agreement, or an accompanying letter committing the specific resources identified in the budget detail sheet. The responsible person of the business or organization who has the authority to commit the matching resource shall sign this letter. Do not include general letters of support that do not specifically describe matching resources or amounts. Participation Agreements, Cooperative Agreements, and Partnership Agreements, as described above in the Project Management Plan section, can also act as vehicles to provide evidence of fund/resource commitments but must be backed by cash reserves certified to the Chancellor's Office. For further guidance on matching resources, see "Cost Sharing or Matching and Program Income" in the Appendix to the RFA available online.



Exhibit J

Definition of Match

Program Income as Match

Program income may also be used as match. Program income includes fees normally charged for technical assistance and contracts for training for employers through contract education. Match may be based on past revenues, projected revenues for each year, or known income sources. However, in the final report, receipts for fees or contracts must verify match.

For match based on past revenues, budget detail matching sheets should be provided with documentation of past revenues. Projects whose colleges/districts have a history of program income may provide a program income plan and include signed budget detail sheets for the planned income.

For large contract education projects or performance-improvement training programs, a listing of executed contracts or agreements for services, with a copy of the signature page of the executed document, should be attached to the program income plan. If this project includes performance-improvement training or contract education projects that are current and apply to the performance period of this grant, a budget detail sheet for each contract or fee based agreement that documents dedicated match is needed.

Program income earned during the project period shall be retained within this funded project and, in accordance with RFA requirements and/or the terms and conditions of the grant shall be added to Economic and Workforce Development funds and used to **expand** eligible project or program objectives within this funded project. Disposition of program income in the absence of specific requirements in the RFA or Terms and Conditions shall be determined by the Chancellor's Office, consistent with the guidelines established for federal funds in OMB Circular A-100.

Exhibit K -- List of Renewed EWD Grants

FY 2020-21 Renewal Grant Awards

- 1. Fiscal Agent for Regional Directors (RDs) for Employer Engagement**
 - Rancho Santiago CCD (Grant Purpose: Fiscal Agent for 64 Regional Director for Employee Engagement Grants and 1 Contract Education TAP grant)

- 2. Statewide Directors (SDs) for Employer Engagement**
 - Chaffey CCD - Advanced Manufacturing
 - Cerritos CCD – Advanced Transportation & Logistics
 - San Diego CCD – Life Sciences/Biotech
 - State Center CCD - Agriculture, Water & Environment Technologies
 - Santa Clarita CCD - Health
 - Long Beach CCD - Global Trade
 - Rancho Santiago CCD - Information & Communication Technologies & Digital Media
 - Solano CCD - Business & Entrepreneurship
 - Chaffey CCD - Energy, Construction & Utilities
 - Rancho Santiago CCD - Retail, Hospitality & Tourism 'Learn and Earn'

- 3. Centers of Excellence Directors (COE)/State HUB)**
 - Los Rios CCD - Statewide HUB
 - Ventura County CCD - Technical Assistance Provider: Center of Excellence for Labor Market Research
 - Los Rios CCD - Center of Excellence
 - San Francisco CCD - Center of Excellence
 - Yosemite CCD - Center of Excellence
 - MiraCosta CCD - Center of Excellence
 - Chaffey CCD - Center of Excellence
 - Mount San Antonio CCD - Center of Excellence