

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 27, 2017
Re:	Approval of Sub-Agreements between RSCCD and Cerritos, Citrus, Coast, Compton, El Camino, Glendale, Long Beach, Los Angeles, Mt. San Antonio, North Orange County, Pasadena Area, Rio Hondo, Santa Monica, and South Orange County Community College Districts for the Strong Workforce Program – Regional Funds Initiative.	
Action:	Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program – Regional Fund, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

To facilitate the collaborative, regional work a Master Agreement has been developed that provides the terms and conditions for participation in and use of the Strong Workforce Program-Regional Funds Initiative, which will be signed by each community college district. The Participation Agreements, Exhibit A to the Master Agreement, will provide the detailed Scopes of Work for each college in the region.

College District	Agreement No.
Cerritos Community College District	DO-17-2xxx-1
Citrus Community College District	DO-17-2xxx-2
Coast Community College District	DO-17-2xxx-3
Compton Community College District	DO-17-2xxx-4
El Camino Community College District	DO-17-2xxx-5
Glendale Community College District	DO-17-2xxx-6
Long Beach Community College District	DO-17-2xxx-7
Mt. San Antonio Community College District	DO-17-2xxx-8
North Orange County Community College District	DO-17-2xxx-9
Pasadena Area Community College District	DO-17-2xxx-10
Rio Hondo Community College District	DO-17-2xxx-11

College District	Agreement No.
Santa Monica Community College District	DO-17-2xxx-12
South Orange County Community College District	DO-17-2xxx-13

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve these sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$24,736,667	Board Date: February 27, 2017
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**[ORANGE COUNTY OR LOS ANGELES] REGION]
STRONG WORKFORCE PROGRAM – REGIONAL FUND
MASTER AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
[COMMUNITY COLLEGE DISTRICT]**

July 1, 2016 – June 30, 2020

This Agreement, entered into February 27, 2017 between Rancho Santiago Community College District, hereinafter referred to as “Fiscal Agent,” and [**Community College District**] (hereinafter referred to as “Sub-recipient). The Fiscal Agent and Sub-recipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program-Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover activities beginning July 1, 2016 and ending June 30, 2020 supported by Strong Workforce Program-Regional Fund allocations disbursed in 2016-2017, 2017-2018, and 2018-2019.

WHEREAS, the Rancho Santiago Community College District has been designated as the Fiscal Agent for the Strong Workforce Program – Regional Share for the Los Angeles and Orange County region and is responsible for distributing funds to the Community College Districts within the region following certification of the Regional Plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the Fiscal Agent Scope of Work (*Exhibit B*), and

WHEREAS, Rancho Santiago Community College District has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, Sub-recipient has agreed to participation in the purpose of the Agreement according to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties agree as follows:

1. PARTICIPATION AGREEMENT

Sub-recipient shall perform the Scope of Work detailed using individually executed Participation Agreements (*Exhibit A*). Such Participation Agreements shall fully detail the Scope of Work between Parties. As needed, the Scope of Work can be amended and modified based on written approval by the Parties. By signing this Master Agreement, the Fiscal Agent and Sub-recipient agree that Participation Agreements signed by the Parties will be binding under this Master Agreement without further action by the Parties.

2. TERM OF AGREEMENT

Effective Date of Agreement: July 1, 2016

Expiration Date of Agreement: June 30, 2020

Parties may modify this Master Agreement and any Participation Agreement annually, contingent upon the availability of grant funds, as mutually agreed upon.

3. RULES FOR DELIVERABLES

- A. Each Participation Agreement will identify a point of contact for the Participation Agreement, and points of contact for major project components in the Scope of Work as appropriate. The Sub-recipient will inform the Fiscal Agent of any changes to the point(s) of contact in a timely manner.
- B. Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.
- C. Products, results, and measureable outcomes shall be provided as detailed in each Participation Agreement.
- D. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- E. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- F. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

4. PARTICIPATION AGREEMENT PAYMENTS AND INVOICING

Project allocations from Fiscal Agent to the Sub-recipient will be specified in the Participation Agreement, based on the Regional Plans certified by the Regional Consortia. Funds are to be utilized by the Sub-recipient in accordance with the terms and conditions of both this Master Agreement, the pertinent Participation Agreement, and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office (Exhibit C). If there is a reduction in funding by the Chancellor's Office, the Fiscal Agent reserves the right to require adjustment to the scope of work and funding of the Participation Agreements accordingly, up to and including the end of all activities under this Agreement and any Participation Agreement.

The Fiscal Agent shall make payments to the Sub-recipient up to the amount listed in the Participation Agreement, to be paid on a quarterly basis through a reimbursement process according to the expenditures submitted in the quarterly reports and upon submission of an

invoice for payment. Invoices referencing the Participation Agreement number should be submitted to the following address:

Rancho Santiago CCD
ATTN: Resource Development
2323 North Broadway, Ste. 350
Santa Ana, CA 92706

5. BUDGET MANAGEMENT

The Sub-recipient will manage its budgets so that there is a clear distinction between Local Strong Workforce funds (which are not in any way related to this Agreement) and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the allocation for 2016-2017 is distinct from the allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. In such cases, it is advised that the Sub-recipient assign separate project numbers to each year's allocation, or in some other manner make a clear distinction between the separate allocations.

6. REPORTING

Program and financial reports will be submitted on a quarterly basis, according to the system and requirements of the California Community College Chancellor's Office. A reporting schedule will be disseminated to the Sub-recipient at least 30 days prior to the due date of the first report. Reports will be due 20 days after the end of the last month of the quarter.

NOTE: The first quarterly report will be due on the next due date following approval of this Agreement.

A Final Program and Expenditure Report will be due at the end of the project, according to the requirements of the Chancellor's Office. The Fiscal Agent will inform the Sub-recipient of the requirements and the due date for the Final Report at least three months before the end date of the Agreement.

The Sub-recipient is responsible for all Strong Workforce Program-Regional Funds reporting to the Fiscal Agent. Fiscal Agent is responsible for all Strong Workforce Program-Regional Funds Reporting to the Chancellor's Office.

7. MODIFICATIONS

If a Sub-recipient desires to change the amount, scope of work, or make substantial revision to the outcomes of a Participation Agreement the following process must be followed:

A. The Sub-recipient notifies the Fiscal Agent and the Project Lead of the desired changes.

- B.** The Sub-recipient notifies the other colleges involved in the regional project related to the Participation Agreement, and secures agreement of the change(s) from the other colleges and/or the Project Lead.
- C.** The Fiscal Agent will conduct a technical review of the requested changes to ensure compliance with the grant terms and conditions, and will modify the Participation Agreement to reflect the requested changes.
- D.** The Sub-recipient and Fiscal Agent will sign the amended Participation Agreement, which will replace the prior Participation Agreement and become the active Participation Agreement once executed.

8. USE OF FUNDS – TRAVEL

If Strong Workforce Program-Regional funds will be used for out-of-state travel, the Party must submit an Out-of-State travel request form to the Fiscal Agent who will review it to ensure compliance with the California Community Colleges Chancellor's Office requirements.

9. SHARED USE OF EQUIPMENT or RESOURCES

In the event that Sub-recipient uses funds to secure equipment or other resources to be used in common or for shared use with other colleges, a separate agreement may be needed between or among them to outline the terms and conditions of that use. The Sub-recipient should notify the Fiscal Agent of the intent for shared use of equipment and resources, and the Fiscal Agent will clarify the requirements with the Chancellor's Office, and provide guidance to the Sub-recipient regarding development of a shared use agreement.

10. SUBCONTRACTS

- A.** In any event, if the Sub-recipient wishes to enter into a subcontract agreement for performance of any part of the activities listed in the Participation Agreement, the Sub-recipient shall disclose the intended purpose and amount of the subcontracting and identify the proposed subcontractor to the Fiscal Agent in a timely manner.
- B.** The Sub-recipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Sub-recipient. The Sub-recipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Sub-recipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

11. RECORDS AND AUDITS

- A.** The Sub-recipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Participation Agreement.

- B. The Sub-recipient must maintain a list of the cost and location of the equipment purchased with Strong Workforce Program funds.
- C. The Sub-recipient agrees that the Fiscal Agent, the Chancellor’s Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Sub-recipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Sub-recipient 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, the Sub-recipient agrees to include a similar right of the Fiscal Agent, the Chancellor’s Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.
 - 1) If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later.
 - 2) All records must be retained throughout the project. The five (5) year period of retention starts on the last day of the performance period stipulated in the Participation Agreement.

12. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email or through certified mail to the addresses specified below. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current.

[Community College District]

Primary Contact

Name and Title
Address
City, State Zip
Email, phone

Fiscal Contact

Name and Title
Address
City, State Zip
Email, phone

Fiscal Agent - Rancho Santiago Community College District

Primary Contact

Janeth Manjarrez
2323 North Broadway, Ste. 350
Santa Ana, CA 92706
Manjarrez_Janeth@rsccd.edu
(714) 480-7471

Fiscal Contact

Peter J. Hardash, Vice Chancellor of Business Operations & Fiscal Services
2323 North Broadway, 4th Floor
Hardash_Peter@rsccd.edu, (714) 480-7340
Santa Ana, CA 92706

13. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Sub-recipient. In the event that such funding is terminated or reduced, RSCCD shall provide the Sub-recipient with written notification of such determination and RSCCD shall reimburse the Sub-recipient for costs incurred up to the termination date. Notice shall be deemed served on the date of receipt by the Sub-recipient; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

14. UNENFORCEABLE PROVISION

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

15. DISPUTES

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

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

16. INDEMNIFICATION

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

17. INSURANCE

All Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. The Parties each warrant that through its program of self-insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Fiscal Agent and Parties performance of this contract.

18. INDEPENDENT CONTRACTOR

The Sub-recipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Sub-recipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Sub-recipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Sub-recipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Sub-recipient's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Sub-recipient's employees or independent subcontractors. The Sub-recipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Sub-

recipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

19. ASSURANCES

- A) By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill (*Exhibit C*), and with the guidance documents provided by the California Community College Chancellor’s Office (*Exhibit D*).
- B) By signing this Agreement the Sub-recipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers’ Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

20. WAIVER

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

21. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

22. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this 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 Agreement is binding on any of the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT

Rancho Santiago Community College District

SUB-RECIPIENT

[Community College District]

Peter J. Hardash

Vice Chancellor, Business Ops. & Fiscal Svcs.

Date:

Board approved: February 27, 2017

[Name]

[Title]

Date:

EIN:

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes [College Name’s] Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Master Agreement, [Agreement No.], and is subject to the terms and conditions as outlined in the Master Agreement.

NOTE: Complete one Summary Sheet for the college's Participation Agreement, but complete a Budget Detail Sheet and Work Plan for each project.

Participation Agreement Number	<i>DO-17-2xxx-01.x or 02.x</i>
Fiscal Year Allocation	<i>2016-2017</i>
Term	<i>07/01/2016 - 12/31/18</i>
Name of College	
District	
Participation Agreement Point of Contact	
Name	
Title	
Address	
City, State Zip	
REGIONAL PROJECTS – General Information (add rows for more projects if needed)	
1. Project Name	
a. Is the college a Lead for this Project?	
b. Amount of funds for this college’s work on the project	
c. Brief description the college’s work on the project.	
2. Project Name	
a. Is the college a Lead for this Project?	
b. Amount of funds for this college’s work on the project	
c. Brief description of the college’s work on the project.	
3. Project Name	
a. Is the college a Lead for this Project?	
b. Amount of funds for this college’s work on the project	
c. Brief description of the college’s work on the project.	
4. Project Name	
a. Is the college a Lead for this Project?	
b. Amount of funds for this college’s work on the project	
c. Brief description of the college’s work on the project.	

Name: _____ Date _____
 President or Designee

Name: _____ Date _____
 Fiscal Officer or Designee

EXHIBIT A

**Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/17**

**COLLEGE:
DISTRICT:
PROJECT NAME:**

NOTE: Create a separate Work Plan for each project.

ACTIVITY	OUTCOME	TIMELINE	PERSON(S) RESPONSIBLE

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4550
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



August 25, 2016

To: Regional Consortium Chairs

From: Matt Roberts, Ed.D. Dean of Field Operations
Workforce and Economic Development Division

Subject: Guidance on use of funds for strong workforce program

This memorandum provides guidance on the use of funds for the strong workforce program.

EXHIBIT B

August 24, 2016 – Scope of Work

Roles and Responsibility

Regional Share Fiscal Agent

The fiscal agent has no authority over decisions on the use of funding, rather the fiscal agent role is to dispense, monitor and audit sub-grants once spending decisions have been authorized by the CTE Regional Consortia as stipulated in Strong Workforce legislation. The district designated as the fiscal agent shall perform the following roles and responsibilities:

- Provide a single-point of contact to act as an embedded member of the CTE Regional Consortium (RC) Team to account for financial operation and control associated with the Regional Share.
- Review sub-awardee applications for compliance with grant terms and requirements. Work with sub-awardees to resolve issues that arise.
- Review sub-award application budgets to ensure that expenditures are allowable under the grant terms and conditions, are properly classified, and that the calculations are correct. Work with sub-awardees to resolve any issues that arise.
- Develop policies, procedures, systems and timelines for disbursement of funds.
- Determine the documentation required to ensure funds are properly accounted for
- Develop systems to track each of the contracts/grants and their status that can be shared with the RCs, the CCCCCO grant monitors, and sub-awardees.
- Develop sub-award agreements with each of the sub-awardees that incorporate the contracting requirements of the CCCCCO and the Fiscal Agent.
- Provide information, guidelines and technical assistance to sub-awardees.
- Manage the flow of funds to sub-awardees by receiving, reviewing and approving claims for funds and ensure that proper documentation has been received to verify that what was requested conforms to what was approved when discrepancies occur.
- Issue payments and verify that payments have been received.
- Fulfill reporting requirements by receiving and monitoring quarterly reports and final reports from the sub-awardees.
- Follow-up on missing or incorrect reports. Work with sub-awardees to resolve issues.
- Consolidate reports and report up to the RC/CCCCO as required and upon request.
- Conduct sub-recipient monitoring and audits, in accordance with grant requirements and OMB Uniform Guidelines.
- Field questions on allowable expenditures in accordance with any CCCCCO guidance
- Review sub-awardees' requests for approval of contracts and sub-agreements, prior to forwarding requests to CCCCCO for final approval. Provide guidance and direction to the colleges to ensure compliance and facilitate CCCCCO review and approval, as needed.
- Collaborate with RCs to standardize Strong Workforce related fiscal related and reporting processed, procedures and to develop recommendations and responses to CCCCCO.

EXHIBIT B

Expanded Regionalized Coordination:

The chart below shows a regional model funding breakdown that includes the following sources: Perkins 1b and the regional share allocation. Under this model, the CTE Regional Consortia shall use 5% of the regional share allocation for basic operations of the CTE Regional Consortia capacity including any fiscal agency costs. 2% of the 5% regional share operational amount will cover the fiscal agency costs (with amounts adjusted to a maximum of \$200,000 and a minimum of \$100,000. This adjustment affects Regions B, D, & G1). The remaining 3% is then leveraged with the Perkins 1b funds, and becomes the total funds available for RC basic operations and key talent expenditures. These amounts are represented in the last column of the chart.

Region	Region	Perkins 1B Leadership	Regional Share	From Regional Share 5%	Fiscal Agent Costs 2%	FA Minimum \$ 100,000.00	FA Maximum \$200,000.00	Allowable Fiscal Agent Costs*	Regional Share Available for RC Infrastructure	Total Funds for RC
A	Northern Inland, Northern Coastal, Greater Sacramento	\$ 370,000.00	\$ 6,970,845.00	\$ 348,542.25	\$ 139,416.90	\$ 100,000.00	\$200,000.00	\$ 139,416.90	\$ 209,125.35	\$ 579,125.35
B	SF/San Mateo, East Bay, Silicon Valley, North Bay, Santa Cruz/Monterey	\$ 370,000.00	\$ 16,675,900.00	\$ 833,795.00	\$ 333,518.00	\$ 100,000.00	\$200,000.00	\$ 200,000.00	\$ 633,795.00	\$ 1,003,795.00
C	Central Valley, Mother lode	\$ 300,000.00	\$ 7,779,382.00	\$ 388,969.10	\$ 155,587.64	\$ 100,000.00	\$200,000.00	\$ 155,587.64	\$ 233,381.46	\$ 533,381.46
D	South Central Coast	\$ 220,000.00	\$ 4,227,548.00	\$ 211,377.40	\$ 84,550.96	\$ 100,000.00	\$200,000.00	\$ 100,000.00	\$ 111,377.40	\$ 331,377.40
E	San Diego & Imperial	\$ 220,000.00	\$ 6,604,171.00	\$ 330,208.55	\$ 132,083.42	\$ 100,000.00	\$200,000.00	\$ 132,083.42	\$ 198,125.13	\$ 418,125.13
F	Inland Empire & Desert	\$ 220,000.00	\$ 7,703,557.00	\$ 385,177.85	\$ 154,071.14	\$ 100,000.00	\$200,000.00	\$ 154,071.14	\$ 231,106.71	\$ 451,106.71
G1	Los Angeles	\$ 185,000.00	\$ 18,631,147.00	\$ 931,557.35	\$ 372,622.94	\$ 100,000.00	\$200,000.00	\$ 200,000.00	\$ 731,557.35	\$ 916,557.35
G2	Orange County	\$ 185,000.00	\$ 7,407,450.00	\$ 370,372.50	\$ 148,149.00	\$ 100,000.00	\$200,000.00	\$ 148,149.00	\$ 222,223.50	\$ 407,223.50
		\$ 2,070,000.00	\$ 76,000,000.00	\$ 3,800,000.00	\$ 1,520,000.00			\$ 1,229,308.10	\$ 2,570,691.90	\$ 4,640,691.90

* 2% or a ceiling of \$200,000 and a floor of \$100,000

Chart A

Budget Development Guidance/Fiscal Agent fees

As you continue budget development, please consider the following points:

- The total amount taken from the regional share allocation is 5%. Of this amount, the fiscal agency costs shall be capped at 2% (=40% of the 5%) or a maximum of \$200,000 and a minimum of \$100,000 for each region, leaving 3% (=60% of the 5%) to cover regional consortium costs.
- Indirect cannot be taken on any part of the 5% funds. The 2% (with a max of \$200,000 and a min of \$100,000) shall fund the fiscal agent operational costs such as office space, network support, copier use, personnel, etc. The 3% (along with the Perkins 1B allocation) will fund the regional consortium operational costs such as clerical/office staff, travel, meeting facilitation, etc.
- Perkins 1B funds should be used to pay for Key Talent costs, such as the RC salaries. Keep in mind that these funds have a 4% indirect being charged to the each of these grants.
- If 5% of the regional allocation is for fiscal agent and regional consortium costs, and 85% of the regional allocation is for more and better CTE program(s). The remaining 10% covers soft costs associated with Task Force recommendations should not be used to build regional consortium capacity or infrastructure. This percentage should be used for the following:
 - Region-wide outreach to employers with ultimate goal of increasing internships/hires
 - Region-wide outreach to students/parents about CTE options
 - Additional data-related needs
 - Professional development for curriculum approval

EXHIBIT C

Strong Workforce Program Trailer Bill Language – 2016-2017 California State Budget

Highlighted in yellow is language of interest to local colleges/districts and their CTE Regional Consortia.

88820.

This part shall be known, and may be cited, as the Strong Workforce Program.

88821.

(a) The Legislature finds and declares all of the following:

(1) California's economic competitiveness is fueled, in part, by the strength of its regional economies and its skilled workforce.

(2) Upward social and economic mobility helps keep the state's economy diversified and vibrant.

(3) The attainment of industry-valued "middle skill credentials" serves as a gateway for a large and diverse number of careers in the state's economy.

(4) California's local educational agencies, community college districts, interested public four-year universities, local workforce development boards, economic development and industry leaders, and local civic representatives should collaboratively work together to inform the offerings of courses, programs, pathways, and workforce development opportunities that enable students to access the current and future job market and further social and economic mobility.

(b) The Strong Workforce Program is hereby established for the purpose of expanding the availability of quality community college career technical education and workforce development courses, programs, pathways, credentials, certificates, and degrees.

(c) To facilitate program coordination and alignment with other workforce training, education, and employment services in the state, the Strong Workforce Program shall operate in a manner that complies with the California Strategic Workforce Development Plan, required pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), and expand upon existing consortia infrastructure.

(d) To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs.

(e) All of the following guiding principles shall apply to each consortium participating in the Strong Workforce Program:

(1) A community college district participating in the consortium shall ensure that its community college career technical education and workforce development courses, credentials, certificates, degrees, programs, and pathway offerings are responsive to the needs of employers, workers, civic leaders, and students.

(2) The consortium shall collaborate with other public institutions, including, but not limited to, local educational agencies, adult education consortia, local workforce development boards, and interested California State University and University of California institutions.

EXHIBIT C

43 (3) The consortium shall collaborate with civic representatives, representatives from the labor
44 community, and economic development and industry sector leaders within the region.

45 (4) The consortium shall include collaborating entities and persons identified in this subdivision in
46 planning meetings, provide them with adequate notice of the consortium's proposed decisions, and
47 solicit, consider, and respond to comments from them regarding the consortium's proposed decisions.

48 (5) Collaborative efforts shall focus upon evidence-based decisionmaking and student success with
49 workforce outcomes aligned with the performance accountability measures of the federal Workforce
50 Innovation and Opportunity Act (Public Law 113-128), and closing labor market and employment gaps.
51 Each consortium shall strive to align programmatic offerings in the most effective and efficient manner to
52 avoid duplication of effort and streamline access to services, and education and training opportunities.

53 (6) Community college districts and other entities participating in a consortium are encouraged to
54 develop long-term partnerships with private sector employers and labor partners to provide coordinated
55 courses, programs, and pathways with employer involvement in the assessment, planning, and
56 development of community college career technical education courses, programs, and pathways. To the
57 extent practicable, employer partnerships should build upon regional partnerships formed pursuant to
58 the federal Workforce Innovation and Opportunity Act (Public Law 113-128) and other state or federal
59 programs.

60 (7) Community college districts and other entities participating in a consortium are encouraged to develop
61 and work closely with public and private organizations that offer workforce development programs and
62 pathways to young adults with autism and other developmental disabilities to provide a comprehensive
63 approach to address workforce readiness and employment.

64 (f) The chancellor's office shall, in consultation with the California Workforce Development Board, the Academic
65 Senate for California Community Colleges, and its partners formed pursuant to the federal Workforce Innovation
66 and Opportunity Act (Public Law 113-128), as applicable, develop and implement policies and guidance necessary
67 to implement the Strong Workforce Program, including policies and guidance necessary for consortia, including
68 community college districts and their regional partners, to increase the number of aligned middle skill and career
69 technical education courses, programs, pathways, credentials, certificates, and degrees. No later than June 30,
70 2017, the chancellor's office shall develop and implement policies and guidance pursuant to this subdivision and
71 bring before the Board of Governors of the California Community Colleges any policies, regulations, and guidance
72 necessary to accomplish all of the following:

73 (1) Facilitate the development, implementation, and sharing of career technical education effective
74 practices, curriculum models and courses, and community college credentials, certificates, degrees, and
75 programs across regions and among community college districts.

76 (2) Enable community college districts to develop career technical education and workforce outcomes,
77 and applicable associate degrees and certificates as appropriate.

78 (3) Provide accessible performance and labor market data that can be used flexibly by participating
79 community college districts and their regional partners to support the implementation of the Strong
80 Workforce Program and related efforts to align regional workforce and education programming with
81 regional labor market needs.

82 (4) Encourage local efficiency through coordinated and collaborative regional workforce efforts in which
83 community college districts are partners.

84 (5) Support curriculum processes to ensure that students are able to efficiently transfer college-level
85 career technical education credits across community college districts and to the California State University
86 and the University of California.

EXHIBIT C

- 87 (6) Improve sector-based engagement with employers within a region.
- 88 (7) Provide, in partnership with employers, work-based learning opportunities for students that increase
89 their employability and earning potential.
- 90 (8) Enable community college districts to facilitate and optimize their resources to support the Strong
91 Workforce Program and other related regional workforce development efforts.
- 92 (9) Ensure that community college district Strong Workforce Program expenditures are focused on
93 improving student success with workforce outcomes for all students enrolled in community college career
94 technical education courses, programs, and pathways.
- 95 (10) (A) Notwithstanding the June, 30, 2017, implementation date specified in this subdivision, develop
96 and implement a plan to streamline the course and curriculum approval process, both at the state and
97 local levels. The plan shall reflect an expedited state approval process for career technical education
98 courses, programs, and certificates, and may include the elimination of an existing state course and
99 program approval process. The plan shall reflect one of the following two options:
- 100 (i) A process of course and curriculum approval that enables community college districts
101 to develop a course or program within one academic year and to offer that course or
102 program the subsequent academic year.
- 103 (ii) A process of course and curriculum approval that enables community college districts
104 to develop a course or program within one academic semester and to offer that course
105 or program the subsequent academic semester.
- 106 (B) The plan described in subparagraph (A) shall also reflect the creation of a process that enables
107 career technical education courses and programs to be portable among community college districts.
108 This process shall enable a community college district to adapt, adopt, or adapt and adopt another
109 community college district's approved career technical education courses, programs, and curriculum
110 within one academic semester and to offer that course or program, or utilize that curriculum, the
111 subsequent academic semester.
- 112 (C) The chancellor's office shall consult with the Legislature and the Governor prior to implementing
113 the plan. The plan shall be developed no later than July 1, 2017, and implemented no later than
114 January 1, 2018.
- 115 (11) Eliminate barriers to hiring qualified instructors for career technical education courses, including
116 reevaluating the required minimum qualifications for career technical education instructors.
- 117 (g) After June 30, 2017, and only as necessary, the chancellor's office may develop and implement revised policies
118 and guidance and bring regulations before the Board of Governors of the California Community Colleges as
119 necessary for a community college district and its regional partners to accomplish both of the following:
- 120 (1) Implement and expand the amount of aligned middle skill and career technical education credentials,
121 certificates, degrees, courses, programs, and pathways in accordance with paragraphs (1) to (11),
122 inclusive, of subdivision (f).
- 123 (2) Implement the recommendations of the Strong Workforce Task Force.
- 124 (h) (1) For purposes of this section, the chancellor's office shall consider input provided by relevant stakeholders,
125 including the Academic Senate of the California Community Colleges and the California Workforce Development
126 Board, prior to implementing revised guidance, policies, or regulatory changes.

EXHIBIT C

127 (2) For purposes of this article and in compliance with the consultation requirements in Sections 70901 and
128 70902, the Academic Senate of the California Community Colleges shall establish a career technical education
129 subcommittee to provide recommendations on career technical education issues. No less than 70 percent of
130 the subcommittee shall consist of career technical education faculty. The subcommittee's charter shall require
131 it to provide assistance to community college districts to ensure that career technical education and its
132 instruction is responsive and aligned to current and emergent industry trends, and ensure that similar courses,
133 programs, and degrees are portable among community college districts.

134 **88822.**

135

136 For purposes of this part, the following terms have the following meanings:

137 (a) "Career pathways" means an identified series of positions, work experiences, or educational benchmarks or
138 credentials that offer occupational and financial advancement within a specified career field or related fields over
139 time.

140 (b) "Career technical education credential" means a workforce certificate, degree, or industry-recognized
141 credential.

142 (c) "Career Technical Education Regional Consortium," or "consortium," means an administrative grouping of
143 community college districts by the Division of Workforce and Economic Development of the chancellor's office for
144 the purpose of coordination and joint planning within regions, as defined in subdivision (i).

145 (d) "Chancellor's office" means the Office of the Chancellor of the California Community Colleges.

146 (e) "Industry" or "industry sectors" means trade associations or those firms that produce similar products or
147 provide similar services using somewhat similar business processes.

148 (f) "Middle skill credential" means a certificate, associate's degree, or industry-recognized credential that is less
149 than a bachelor's degree but more than a high school diploma and facilitates student success with workforce
150 outcomes.

151 (g) "Plan" means the regional plan established under this part.

152 (h) "Program" means the Strong Workforce Program established under this part.

153 (i) "Region" means a geographic area of the state defined by economic and labor market factors containing at least
154 one industry cluster and the cities, counties, or community college districts, or all of them, in the industry cluster's
155 geographic area. To the extent possible, for the purposes of this part, collaborative regions should align with
156 federal Workforce Innovation and Opportunity Act (Public Law 113-128) regional planning unit boundaries
157 specified in the California Strategic Workforce and Development Plan and expand upon existing consortium
158 infrastructure established by the chancellor's office.

159 (j) "Strong Workforce Task Force" means the Task Force on Workforce, Job Creation and a Strong Economy
160 commissioned by the Board of Governors of the California Community Colleges.

161 **88823.**

162

163 (a) Commencing July 1, 2017, as a condition of receipt of funds from this program for a fiscal year, each
164 consortium, in consultation with collaborating entities identified in paragraph (2) of subdivision (e) of Section
165 88821, shall submit a plan to the chancellor's office that has been updated for that fiscal year.

166 (b) The plan pursuant to subdivision (a) shall include all of the following requirements:

EXHIBIT C

167 (1) The names of the community college districts participating in the consortium, including the name of
168 the community college identified as the consortium's fiscal agent, and the names of entities collaborating
169 pursuant to paragraph (2) of subdivision (e) of Section 88821.

170 (2) The governance model for the consortium. Decisions governing, or relating to, the distribution of fiscal
171 resources shall be determined exclusively by the community college districts participating in the
172 consortium.

173 (3) An analysis of regional labor market needs informed by a federal Workforce Innovation and
174 Opportunity Act (Public Law 113-128) economic analysis and other sources as applicable. This analysis
175 shall also include wage data for each industry sector or labor market need identified.

176 (4) An inventory of regionally prioritized and locally prioritized projects and programs that close relevant
177 labor market and employment gaps.

178 (5) Measurable regional goals that align with the performance accountability measures of the federal
179 Workforce Innovation and Opportunity Act (Public Law 113-128).

180 (6) For regionally prioritized projects and programs, a work plan, spending plan, and budget. The work
181 plan, spending plan, and budget shall identify the amount of funding allocated for one-time and ongoing
182 expenditures.

183 (7) A description of the alignment of work plans, spending plans, and other education and workforce plans
184 guiding services in the region, including plans pertaining to the building of career pathways and the
185 employment of workforce sector strategies and those plans required pursuant to the federal Workforce
186 Innovation and Opportunity Act (Public Law 113-128).

187 (c) Each consortium shall submit a plan by January 31 once every four years and shall annually update the plan by
188 January 31 of each year until the next new plan is submitted.

189 (d) The chancellor's office shall review the plans on a four-year cycle and ensure that annual updates are made by
190 each consortium. The chancellor's office shall determine if each consortium has made significant progress in
191 meeting the goals and measures outlined in its plan, and provide technical assistance to a consortium that has not
192 met its goals. The chancellor's office is encouraged to provide technical assistance pursuant to this subdivision
193 through the Institutional Effectiveness Partnership Initiative.

194 (e) To avoid duplication of effort, plans developed pursuant to this section shall be informed by, aligned with, and
195 expand upon regional plans and planning efforts established pursuant to the federal Workforce Innovation and
196 Opportunity Act (Public Law 113-128).

197 (f) Community college districts participating in a consortium shall utilize their region's plan to inform local campus
198 planning efforts to implement career technical education courses, programs, and pathways and integrate available
199 local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.

200 (g) Community college districts shall meet with the members of their consortium not less than annually to inform
201 on the delivery of career technical education and workforce development courses, programs, and pathways within
202 the region.

203 (h) Each region's plan shall be for the primary purpose of informing the development of strategies related to career
204 technical education and workforce development courses, programs, and pathways. Each region's plan shall reflect
205 strategies to efficiently and effectively utilize any available public and private resources, including funds for the
206 Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a
207 manner that better aligns career technical education courses, programs, and pathways with the needs of their
208 regional economies.

EXHIBIT C

209 (i) It is the intent of the Legislature to align community college career technical education programs within the
210 Strong Workforce Program. Staff from the chancellor's office, the Legislative Analyst's Office, and the Department
211 of Finance are requested to investigate the potential consolidation of community college career technical
212 education programs within the Strong Workforce Program.

213 **88824.**

214

215 (a) This section only applies for the 2016–17 fiscal year.

216 (b) To promote the success of community college students and the career technical education programs that serve
217 them, up to 5 percent of the funds appropriated for the program in the annual Budget Act may be allocated by the
218 Board of Governors of the California Community Colleges to a community college district for statewide activities to
219 improve and administer the program, including the facilitation of system, program, and data alignment at the state
220 and regional levels. The chancellor's office shall consult with the California Workforce Development Board and
221 other appropriate state agencies on the development of all statewide activities that would be implemented by the
222 selected district to facilitate broader workforce and education system alignment. Statewide coordination activities
223 funded out of this allocation may include, but are not limited to, the following activities:

224 (1) State-level coordination for the development of labor market analyses pertaining to economic and
225 industry trends and jobs projections for the purpose of supporting common regional planning efforts and
226 the alignment of career technical education program offerings with regional labor market dynamics.

227 (2) Research, evaluation, and technical assistance on the use of effective local and regional policies, best
228 practices, and model partnerships.

229 (3) Development and prototyping of innovative policies, practices, and coordinated services with local
230 workforce and education partners.

231 (4) Participation of community college districts in existing regional coalitions and planning efforts.

232 (5) Cross-training local program staff.

233 (6) Development and maintenance of a state-level cross-system data reporting mechanism with partners
234 formed pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128) for the
235 purpose of monitoring workforce program outcomes and performance accountability.

236 (7) Leveraging allocated funds with state and local partners through interagency agreements,
237 memorandums of understanding, or other appropriate mechanisms.

238 (c) (1) The chancellor's office shall provide to the Department of Finance and the Legislative Analyst's Office its
239 recommendations for the allocation of funds available for each consortium no later than August 30, 2016. The
240 department shall approve the allocation plan before the release of funding. Each consortium, in consultation with
241 local colleges, community college districts, and the chancellor's office, shall select a community college to be a
242 fiscal agent that shall directly receive funds apportioned for the consortium in accordance with this section. The
243 chancellor's office shall determine, for purposes of allocating funds for the consortium and its community college
244 districts, the local unemployment rate, the region's proportion of career technical education full-time equivalent
245 students, and proportion of projected job openings. Each of these three factors shall comprise one-third of the
246 allocation formula. Funds may be used for regionally prioritized projects and programs and locally prioritized
247 projects and programs that meet regional needs for career technical education and workforce development
248 courses, programs, pathways, credentials, certificates, and degrees.

249 (2) Forty percent of the funds apportioned for the program shall be provided directly to the fiscal agent of the
250 consortium for the purpose of funding regionally prioritized projects and programs that meet the needs of
251 local and regional economies, as identified in regional plans and Workforce Innovation and Opportunity Act
252 (Public Law 113-128) regional plans.

EXHIBIT C

253 (3) Sixty percent of the funds apportioned for the program shall be provided directly to community college
254 districts in the consortium. Funds apportioned directly to a community college district shall be expended for
255 the purpose of funding regionally prioritized projects and programs within the community college district that
256 meet the needs of local and regional economies, as identified in regional plans and Workforce Innovation and
257 Opportunity Act (Public Law 113-128) regional plans. As a condition of receiving direct funding, each
258 community college district shall actively participate in its consortium.

259 (d) As a condition of receipt of funds pursuant to subdivision (c), a community college district shall comply with all
260 of the following requirements:

261 (1) Be a member of a consortium.

262 (2) Participate in regional planning efforts established pursuant to the federal Workforce Innovation and
263 Opportunity Act (Public Law 113-128) and other efforts to align workforce, employment, and education
264 services.

265 (3) Work with other members of the consortium to create and submit a plan to the chancellor by January
266 31, 2017, for inclusion in the submissions of regional plans for purposes of the program and the federal
267 Workforce Innovation and Opportunity Act (Public Law 113-128).

268 (4) Provide accessible performance and labor-market data that can be used by community college districts
269 and their regional partners to support the implementation of the program and describe related efforts to
270 align regional workforce and education programming with regional labor market needs, including, but not
271 limited to, regional planning efforts established pursuant to the federal Workforce Innovation and
272 Opportunity Act (Public Law 113-128).

273 (5) Certify that the use of funds will meet the intent of the program to accomplish all of the following:

274 (A) Increase the number of students in quality career technical education courses, programs, and
275 pathways that will achieve successful workforce outcomes.

276 (B) Increase the number of quality career technical education courses, programs, and pathways
277 that lead to successful workforce outcomes, or invest in new or emerging career technical
278 education courses, programs, and pathways that may become operative in subsequent years and
279 are likely to lead to successful workforce outcomes.

280 (C) Address recommendations from the Strong Workforce Task Force, including the
281 recommended provision of student services related to career exploration, job readiness and job
282 placement, and work-based learning.

283 (e) Funds appropriated to community college districts for the program shall supplement, not supplant, existing
284 funding of community college career technical education programs. This subdivision shall not be interpreted to
285 mean that a participating community college district is prohibited from eliminating or altering existing programs,
286 but the percentage of that community college district's total full-time equivalent students enrolled in career
287 technical education courses relative to the total full-time equivalent students enrolled in the district shall not be
288 reduced from the percentage computed for the 2015–16 fiscal year.

289 (f) A consortium shall allocate funds only to community college districts.

290 **88825.**

291 (a) This section applies commencing with the 2017–18 fiscal year.

293 (b) To promote the success of community college students and the career technical education programs that serve
294 them, up to 5 percent of the funds appropriated for the program may be allocated by the Board of Governors of

EXHIBIT C

295 the California Community Colleges to a community college district for statewide activities to improve and
296 administer the program, including the facilitation of system, program, and data alignment at the state and regional
297 levels and the implementation of the 25 recommendations presented to the board of governors on January 19 and
298 20, 2016, by the Strong Workforce Task Force. The chancellor's office shall consult with the California Workforce
299 Development Board and other appropriate state agencies on the development of all statewide activities that
300 would be implemented by the selected district to facilitate broader workforce and education system alignment.
301 Statewide coordination activities funded out of this allocation may include, but are not limited to, the following
302 activities:

303 (1) State-level coordination for the development of labor market analyses pertaining to economic and
304 industry trends and jobs projections for the purpose of supporting common regional planning efforts and
305 the alignment of career technical education program offerings with regional labor market dynamics.

306 (2) Research, evaluation, and technical assistance on the use of effective local and regional policies, best
307 practices, and model partnerships.

308 (3) Development and prototyping of innovative policies, practices, and coordinated services with local
309 workforce and education partners.

310 (4) Participation of community college districts in existing regional coalitions and planning efforts.

311 (5) Cross-training local program staff.

312 (6) Development and maintenance of a state-level cross-system data reporting mechanism with partners
313 formed pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128) for the
314 purpose of monitoring workforce program outcomes and performance accountability.

315 (7) Leveraging allocated funds with state and local partners through interagency agreements,
316 memorandums of understanding, or other appropriate mechanisms.

317 (c) (1) Forty percent of the funds apportioned for the program shall be apportioned directly to the fiscal agent of
318 the consortium for the purpose of funding regionally prioritized projects and programs that meet the needs of
319 local and regional economies, as identified in regional plans and Workforce Innovation and Opportunity Act (Public
320 Law 113-128) regional plans.

321 (2) Sixty percent of the funds apportioned for the program shall be apportioned directly to community college
322 districts in the consortium. Funds apportioned directly to a community college district shall be expended for
323 the purpose of funding regionally prioritized projects and programs within the community college district that
324 meet the needs of local and regional economies, as identified in regional plans and Workforce Innovation and
325 Opportunity Act (Public Law 113-128) regional plans. As a condition of receiving direct funding, each
326 community college district shall actively participate in its consortium.

327 (d) The allocation of funds to a consortium shall be based on a schedule determined by the chancellor's office and
328 is effective for the four years of each plan cycle. Within the four-year plan cycle, this schedule may be altered to
329 reflect changes in the statewide allocation for the program as appropriated in the annual Budget Act.

330 (e) The chancellor's office shall provide to the Department of Finance and the Legislative Analyst's Office its
331 recommendations for the allocation of funds available for each consortium no later than August 30 of each year.
332 The department shall approve the allocation plan before the release of funding.

333 (f) (1) For each four-year plan cycle, the chancellor's office shall determine the amount of funds to be allocated to
334 each consortium based on the following weighted factors in each region:

335 (A) The unemployment rate. This factor shall comprise 33 percent of the allocation formula.

EXHIBIT C

- 336 (B) The proportion of career technical education full-time equivalent students. This factor shall
337 comprise 33 percent of the allocation formula.
- 338 (C) The proportion of projected job openings. This factor shall comprise 17 percent of the
339 allocation formula.
- 340 (D) The proportion of successful workforce outcomes as evidenced by the performance
341 accountability measures of the federal Workforce Innovation and Opportunity Act (Public Law
342 113-128). This factor shall comprise 17 percent of the allocation formula.
- 343 (2) For each four-year plan cycle, the chancellor's office shall determine the amount of funds to be allocated
344 directly to each community college district within a consortium based on the weighted factors, specified in
345 subparagraphs (A) to (D), inclusive, of paragraph (1), in each district within the region.
- 346 (g) A consortium shall allocate funds in accordance with its plan and only to community college districts. Decisions
347 governing, or relating to, the distribution of the consortium's fiscal resources shall be determined exclusively by
348 the community college districts participating in the consortium.
- 349 (h) As a condition of receipt of funds under this section, a participating community college district shall comply
350 with all of the following:
- 351 (1) Be a member of a consortium.
- 352 (2) Participate in regional planning efforts formed pursuant to the federal Workforce Innovation and
353 Opportunity Act (Public Law 113-128) and other efforts that align workforce, employment, and education
354 services.
- 355 (3) Work with other consortium members to create and submit a plan to the chancellor's office by January
356 31 of every fourth year of a four-year plan cycle.
- 357 (4) Provide accessible performance and labor market data that can be used by community college districts
358 and their regional partners to support the implementation of the program and any related efforts to align
359 regional workforce and education programming with regional labor market needs, including, but not
360 limited to, regional planning efforts established pursuant to the federal Workforce Innovation and
361 Opportunity Act (Public Law 113-128).
- 362 (5) Include interested public universities in regional planning.
- 363 (6) Certify that the use of funds will meet the intent of the program to accomplish all of the following:
- 364 (A) Increase the number of students in quality career technical education courses, programs, and
365 pathways that will achieve successful workforce outcomes.
- 366 (B) Increase the number of quality career technical education courses, programs, and pathways
367 that lead to successful workforce outcomes, or invest in new or emerging career technical
368 education courses, programs, and pathways that may become operative in subsequent years and
369 are likely to lead to successful workforce outcomes.
- 370 (C) Address recommendations from the Strong Workforce Task Force, including the
371 recommended provision of student services related to career exploration, job readiness and job
372 placement, and work-based learning.
- 373 (i) Funds appropriated to community college districts for the program shall supplement, not supplant, existing
374 funding of community college career technical education programs. This subdivision shall not be interpreted to
375 mean that a participating community college district is prohibited from eliminating or altering existing programs,

EXHIBIT C

376 but the percentage of that community college district's total full-time equivalent students enrolled in career
377 technical education courses relative to the total full-time equivalent students enrolled in the district shall not be
378 reduced from the percentage computed for the 2015–16 fiscal year.

379 (j) Programs, courses, or instructional materials developed using funding from the program may be made available
380 to all community college districts, as appropriate, through the online clearinghouse of information created as part
381 of the Institutional Effectiveness Partnership Initiative.

382 **88826.**

383
384 (a) The chancellor's office shall implement performance accountability outcome measures for the program that
385 provide the Governor, the Legislature, and the general public with information that quantifies employer and
386 student outcomes for those participating in the program. These performance accountability measures shall, to the
387 extent possible, align with the performance accountability measures of the federal Workforce Innovation and
388 Opportunity Act (Public Law 113-128). Outcome measures shall include, to the extent possible, demographic data,
389 to allow policymakers and the general public to evaluate progress in closing equity gaps in program access and
390 completion, and earnings of underserved demographic groups.

391 (b) The chancellor's office shall post on its Internet Web site, for ease of access, all regional plans and their
392 subsequent progress plans, and solicit feedback from each consortium on recommendations they have for overall
393 program improvement.

394 (c) (1) Commencing in 2018, the chancellor's office shall submit a report on the program to the Governor and the
395 Legislature on or before the January 1 immediately subsequent to the fiscal year which the report addresses. This
396 report shall include, but is not limited to, all of the following:

397 (A) Data summarizing outcome accountability performance measures collected by the chancellor's office
398 pursuant to subdivision (a).

399 (B) A summary of recommendations for program improvement collected by the chancellor's office
400 pursuant to subdivision (b).

401 (C) Recommendations for future allocations to consortiums based upon program outcomes, including, at
402 a minimum, the number of certificates granted to, and wage increases of, students who have completed a
403 career technical education program.

404 (2) A report to be submitted pursuant to paragraph (1) shall be submitted in compliance with Section 9795 of
405 the Government Code.

Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment

(Local and Regional Share)

Reasonable

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the funding; follow sound business practices (procurement processes, follow state and local laws, follow the terms of the funding source); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

The following, directly relate to Strong Workforce Education Code Requirements and some examples of the standard non-allowable activities that meet the "front-page of the newspaper" test of reasonable and the allowable indirect cost rate:

- **Supplanting:** Funds appropriated to community college districts for local or regional share investment shall supplement, not supplant, existing funding of community college career technical education programs. This shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015–16 fiscal year. *[EC§88824(e)]*
- **Funding CTE Only:** Funds expended must show a direct benefit to the requirements of the Strong Workforce Program outcomes of increasing the number of quality students or programs in CTE courses programs and pathways and addressing the recommendations of the Strong Workforce Task Force. *[EC§88824(d)(5)(A-C)]*
- **Duplication of Effort:** To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs. *[EC§88821(4)(d)]*
- **District Procedures:** All fiscal policy and program procedures adopted by the applicable Community College District shall be followed when expending (local and regional) allocations.

EXHIBIT D

- **Non-Allowable Activities:**

Entertainment – Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

Alcoholic Beverages – Costs of alcoholic beverages are unallowable.

Contingency (Rainy Day Funds) – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.

Goods and Services for Personal Use – Cost of goods and services for Personal use is unallowable.

Lobbying – Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

Contributions or Donations – Cash or property contributions or donations are unallowable.

Fund Raising and Investment Costs – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

Indirect Cost Rates Allowed

Allocation	Indirect Cost Rate (Total Direct Costs)
60% Local Share	4%
40% Regional Share	No Indirect Allowed

The following table can be used as a quick reference guide for participation requirements and/or plan requirements as listed within Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines. This table is not meant to substitute a full review of

EXHIBIT D

Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines in their entirety in addition to all recommendations from the Strong Workforce Task Force. Links to the above mentioned documents and documents that are designed to inform in the development of these investments can be found at:

<http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

Recipients of Local or Regional Share Funding Shall	Plans for Local or Regional Share Funding Shall Address
<p>Be a member of a consortium [EC§88824(d)(1)] (Career Technical Education Regional Consortium,” or “consortium,” means an administrative grouping of community college districts by the Division of Workforce and Economic Development of the chancellor’s office for the purpose of coordination and joint planning within regions, as defined in subdivision [EC88822§(c)])</p>	<p>Increasing the number of student in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. [EC§88824(d)(5)(A)]</p>
<p>Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017 [EC§88824 (d)(2)], for inclusion in the submissions of regional plans for purposes of the program and the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Increasing the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes (completions, transfer, employment rates, employment in a field of study, earning, median change in earning, proportion of student who attained living wages). [EC§88824(d)(5)(B)]</p>
<p>Collaborate: [EC§88821(a-e)] All Community College Districts participating in local or regional investments are required to follow collaboration requirements as specified in these sections.</p>	<p>Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. [EC§88824(d)(5)(C)] http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016_11%20Workforce_Task_Force_Implementation%20Recommendations%20Version%201.pdf</p>
<p>LMI Data: [EC§88824(d)(4)] Provide accessible performance and labor-market data that can be used by community college districts and their regional partners to support the implementation of the program and describe related efforts to align regional workforce and education programming with regional labor market needs, including, but not limited to, regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Local Investment Shall: Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs</p> <ul style="list-style-type: none"> • Identify geography and occupations targeted • Identify demand and supply and gap Cite source of Labor Market Information

EXHIBIT D

<p>Local Investment Planning Efforts: <i>[EC§88823(f)]</i> Community College Districts participating in a consortium shall utilize their region’s plan to inform local campus planning efforts to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.</p>	<p>Regional Investment Shall -- <i>[EC 88823(b)(3-7)]</i> review for the following:</p> <ul style="list-style-type: none"> Summary of Local Share Investments by Sector Regional/Sub Regional Labor Market Information Supply & Demand Table with Living Wage Occupations Other Establish Questions & Agenda for Collaborative Regional Planning Are priority and emergent sectors for the region still the same? What more must be done for students to move through the region’s career pathways in the sectors? How will job placement, internships, and regional industry engagement be coordinated? How can industry inform and co-invest in CTE?
<p>Certifications: <i>[EC§88824(d)(5)(A-C)]</i>Community College Districts will certify that the use of funds will meet the intent of the program to accomplish all of the following:</p> <ul style="list-style-type: none"> (A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. (B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes. (C) Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. 	<p>Regional Share Plan <i>[EC §88823 (h)]</i></p> <p>Each region’s plan shall be for the primary purpose of informing the development of strategies related to career technical education and workforce development courses, programs, and pathways. Each region’s plan shall reflect strategies to efficiently and effectively utilize any available public and private resources, including funds for the Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a manner that better aligns career technical education courses, programs, and pathways with the needs of their regional economies.</p>
<p>Regional Share Consortium Shall:</p> <ul style="list-style-type: none"> • <i>[EC§88824(c)(1) & §88823(b)(1)]</i> each consortium shall select a CCD to be fiscal agent. • <i>[EC§88824(f)]</i> a consortium shall allocate funds only to CCDs. • <i>[EC§88823(b)(2)]</i> a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium. 	