



county of Santa Cruz

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HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4842

February 8, 1999

Agenda: February 23, 1999

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

APPROVAL OF COOPERATIVE AGREEMENT WITH CALIFORNIA DEPARTMENT OF EDUCATION FOR 8 PERCENT/SO PERCENT FUNDS

Dear Members of the Board:

As you may recall eight percent of California's federal Job Training Partnership Act (JTPA) Title II-A and Title II-C allocations are reserved annually for State Education Coordination Grants (SECG). The Chancellor of the California Community Colleges and Superintendent of Public Instruction jointly distribute the resultant totals to local jurisdictions/JTPA entities to provide individuals on welfare with educational opportunities. An equal amount of state funds accompany this transfer. The attached cooperative agreement with the California Department of Education must be approved by your Board. The cooperative agreement authorizing the release and expenditure of SECG funds was approved by the Private Industry Council, January 28, 1999. Approval of the cooperative agreement represents no cost to the County. Copies of the agreement are on file with the Clerk of the Board.

The award and match of \$57,002 will finance remedial instruction (i.e., basic skills, General Equivalency Diploma and English-as-a-Second Language) combined with occupational training for 25 CalWORKs participants through the Adult Schools and various vendors. Participants will receive short-term job training, either concurrently or sequentially with the basic skills required to address academic or language related employment barriers. These activities will be supplemented with assessment, case management and employment services offered through CareerWorks.

BOARD OF SUPERVISORS

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Agenda: February 23, 1999

Approval of Cooperative Agreement with California Department of Education for 8 percent/50 percent funds

It is THEREFORE RECOMMENDED that your Board:

1. Approve the attached Cooperative Agreement with the California Department of Education accepting 8 percent/50 percent funds and matching monies in the amount of \$57,002 for the provision of various employment and training services through JTPA **CareerWorks**; and
2. Authorize the Chair to sign this document.

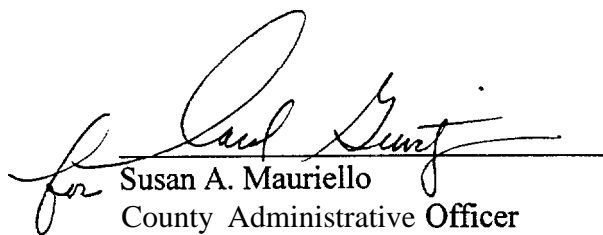
Very truly yours,



Cecilia Espinola
Administrator

CE:KZ:AK:pc
bosl-99

RECOMMENDED



for Susan A. Mauriello
County Administrative Officer

JTPA TITLE IIA/C - 8%-50%
PROGRAM YEAR 1998
COOPERATIVE AGREEMENT

TO BE COMPLETED BY CDE
AGREEMENT NO. :
MODIFICATION NO.:
CONSULTANT

Pursuant to Section 202(b)(1) of the Job Training Partnership Act of 1982 (97-300), and the Job Training Reform Amendments of 1992, this agreement is entered into between the California Department of Education (CDE) and:

AGENCY: SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY

The term of the Agreement shall be from JULY 1, 1998 through JUNE 30, 1999

Planned Expenditures	Administration (maximum 20%)	Direct Training (minimum 50%)	Training Related/ Supportive Services	Total (Across only)
1. JTPA 8%-50% Funds	5,700	22,801		28,501
2. State Matching Funds	5,700	22,801		28,501
3. Local Matching Contribution				20,000
4. Non-Federal Stand-in				

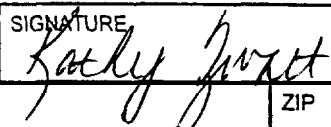
The below-named agency official certifies that this Agreement shall be conducted in accordance with all terms set forth here and in the attached document entitled, "Agreement Provisions and Standards of Conduct".

Under this Agreement, the California Department of Education shall provide JTPA 8%-50% and State matching funds to designated Service Delivery Areas to support the JTPA 8%-50% Program. Provision of any state or federal funds is contingent upon funding availability.

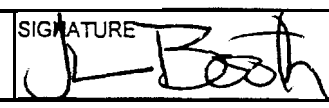
The agreement requires full adherence to all JTPA cost limitations, reporting and procurement requirements, a one hundred percent matching contribution, and assurance that no less than 75% of the JTPA and state matching funds available under this agreement shall be expended on activities for economically disadvantaged individuals. Programs carried out under this Agreement shall meet the goals set forth in the Job Training Reform Act.

The California Department of Education recognizes the signature on line 1 as that of the designated official responsible for the administration of this program. Complete lines 2 and 3 only if local consent/approval is required.

1. DESIGNATED AGENCY OFFICIAL:

NAME KATHY ZWART	SIGNATURE 	DATE 2/1/99
ADDRESS #1 1040 EMELINE AVENUE, SANTA CRUZ, CA	ZIP 95060	TELEPHONE (831) 454-4585
ADDRESS #2 (site for CDE cash disbursement if different from above)	ZIP	TELEPHONE ()

2. PRIVATE INDUSTRY COUNCIL (or designated agency official):

CHAIRMAN JIM BOOTH	SIGNATURE 	DATE 1/28/99
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3. LOCAL ELECTED OFFICIAL (or designated agency official):

CHIEF ELECTED OFFICIAL	SIGNATURE	DATE
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4. CALIFORNIA DEPARTMENT OF EDUCATION APPROVAL
Henry Der, Deputy Superintendent
Education Equity, Access and Support Branch

	SIGNATURE	DATE
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CALIFORNIA DEPARTMENT OF EDUCATION
JOB TRAINING PARTNERSHIP ACT (JTPA)
State Education Coordination and Grants (SECG) 8%

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Cooperative Agreement
No. _____
Modification No. _____

SDA DELEGATION OF AUTHORITY

If any changes take place during the term of this Cooperative Agreement, a new SECG 2-2-50 must be submitted through the CDE Regional Consultant. Failure to update this form can result in delays in cash requests.

PART I - DESIGNATED AGENCY OFFICIAL				
AGENCY SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY	ADDRESS 1040 EMELINE AVENUE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">CITY SANTA CRUZ, CA</td> <td style="width: 40%;">ZIP 95060</td> </tr> </table>		CITY SANTA CRUZ, CA	ZIP 95060
CITY SANTA CRUZ, CA	ZIP 95060			
AGENCY OFFICIAL KATHY ZWART	TITLE ACTING DIRECTOR, HRA/CAREERWORKS			
SIGNATURE	DATE SIGNED	TELEPHONE (831) 454-4585		

PART II - AUTHORIZED CERTIFICATION - The following named persons are authorized by the designated agency official to sign documents and/or request JTPA and State Matching funds on behalf of the above-named agency.		
PRINT NAME OF DESIGNEE KATHY ZWART	TITLE ACTING DIRECTOR, HRA/CAREERWORKS	
SIGNATURE	DATE SIGNED	TELEPHONE (831) 454-4591
PRINT NAME OF DESIGNEE BARBARA COY-BULICZ	TITLE FISCAL OFFICER	
SIGNATURE	DATE SIGNED	TELEPHONE ()
PRINT NAME OF DESIGNEE 	TITLE 	
SIGNATURE	DATE SIGNED	TELEPHONE ()

PART III - AGENCY CONTACTS - The following persons are designated as contacts for the following program areas		
COOPERATIVE AGREEMENTS/MONITORING ACTIVITIES		
NAME (Print) ALAN KNOX	TITLE SENIOR ANALYST	TELEPHONE (831) 454-4598
FUND MANAGEMENT (Payments, Reports, Match)		
NAME (Print) BARBARA COY-BULICZ	TITLE FISCAL OFFICER	TELEPHONE (831) 454-4591
MANAGEMENT INFORMATION SYSTEMS (MIS) (Participant Information/Reports)		
NAME (Print) CYNDIE LOWRY	TITLE ADMINISTRATIVE AIDE	TELEPHONE (831) 454-4578

CALIFORNIA DEPARTMENT OF EDUCATION
JOB TRAINING PARTNERSHIP ACT (JTPA)
State Education Coordination and Grants (SECG) 8%

FUNDING SUMMARY

Page 1 of 3

SERVICE DELIVERY AREA: SANTA CRUZ COUNTY

PART I: ALLOCATION OF JTPA/STATE/LOCAL MATCHING FUNDS AT SERVICE PROVIDER LEVEL

Service Provider (Please list SDA, also)	Planned Participants	JTPA Allocation				State Match Allocation				Local Matching Contributor
		Administration	Direct Training	Training Related/ Supportive Services	Total	Administration	Direct Training	Training Related/ Supportive Services	Total	
HUMAN RESOURCES AGENCY	25	5,700	22,801		28,501	5,700	22,801		28,501	20,000
42										327
TOTAL must agree with form SECG 2-I-50, signature Page)	25	5,700	22,801		28,501	5,700	22,801		28,501	20,000

FUNDING SUMMARY

Page 2 of 3

SERVICE DELIVERY AREA: SANTA CRUZ COUNTY

PART II: NON-FEDERAL STAND-IN COSTS - SOURCE AND AMOUNT

Name of Service Provider (Origin of Stand-in Costs)	TOTAL PLANNED STAND-IN			
	Administration	Direct Training	Training Related/ Supportive Services	Total (Across & down)
N/A				
TOTAL				

(use additional sheets as needed)

CALIFORNIA DEPARTMENT OF EDUCATION
JOB TRAINING PARTNERSH ACT (JTPA)
State Education Coordination and Grants (SECG) 8%

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FUNDING SUMMARY

Page 3 of 3

PART III. NON-JTPA LOCAL MATCHING DETAIL

Identify all non-JTPA matching funds contributed at the local level. DO NOT REPORT STAND-IN COSTS ON THIS FORM - they are listed separately on form 2-3-50 page 2.

Agency		Cooperative Agreement No.		Cooperative Agreement Term	
SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY					
(1) Location of Match (college, adult school, etc)	(2) Name Match Source and Supporting Documentation Maintained, or Basis for Computation	(3) Value of School District General Fund \$	(4) Value of Community College General Fund \$	(5) Value of all Other Match \$	(6) Total Match \$
WATSONVILLE/APTOS ADULT SCHOOL	ADA	\$15,000			\$15,000
SANTA CRUZ COUNTY REGIONAL OCCUPATIONAL PROGRAM (ROP)	ADA			\$5,000	5,000
	TOTAL	\$15,000		\$5,000	\$20,000

INDIVIDUAL SERVICE PROVIDER (LEA)
PROGRAM SUMMARY

SDA NAME <u>SANTA CRUZ COUNTY</u>		NAME OF LEA (Legal Name of LEA Receiving Funds From SDA) <u>N/A</u>	
PLACE(S) WHERE PROGRAM IS OPERATING		LEA CONTACT PERSON	
		TITLE	TELEPHONE ()
LEA FUNDING INFORMATION			
1. JTPA/State Match Provided to LEA Total _____ A) Administration _____ B) Direct Training _____ C) Training Related/ _____ Supportive Services _____ 2. Local Matching Contribution by LEA from Non-JTPA Funding Source(s). TOTAL: \$ <u>20,000</u> (Total will agree with the amount detailed in form 2-3-50, Funding Summary - Page 1 of 3)		3. Total Non-Federal Stand-in costs at LEA Total - (Cost Category breakdown appears on SECG 2-3-50, Page 2 of 3, part II - "Non-Federal Stand-in Costs - Source and Amount") ● Name Non-Federal Stand-in Funding Source(S) [i.e., State ADA, Foundation Grants, etc.] _____ ● Indicate type of supporting documentation to be retained for verification of Non-Federal Stand-in costs. _____ _____	

PROGRAM DESCRIPTION - Provide a narrative of your 8%-50% program's educational and occupational skills training services and how they are coordinated with one another to provide a comprehensive educational/training program.

Twenty-five new participants will be served with PY 1998-99 8%/50% funds. CareerWorks will place seven new participants in both basic skills training and extensive classroom training. Additionally, CareerWorks will place 18 new participants in both basic skills training and abbreviated classroom training. Supportive services underwritten with CalWorks funds will be provided to new participants. Basic skills will be provided through individual referral to Santa Cruz Adult School, Watsonville--Adult Education and Cabrillo Community College; abbreviated classroom training through the ROP, Adult Education, Cabrillo; and extensive classroom training will be provided through the SDA Network of training vendors via individual referral.

SECG 2-5-50

PY 98

CALIFORNIA DEPARTMENT OF EDUCATION
JOB TRAINING PARTNERSHIP ACT (JTPA)
State Education Coordination and Grants (8%)

PROGRAM YEAR 1998

CERTIFICATION

A. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510. (Lower Tier)

- (1) The recipient agency certifies, that in its operations of a JTPA 8% program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the recipient agency is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.

B. DRUG-FREE WORKPLACE: As required by the State. Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will or will continue to provide a drug-free workplace.

Terms and conditions of Debarment and Drug-Free Workplace are specified in the Cooperative Agreement "Agreement Provisions and Standards of Conduct".

The Authorized Agent, in signing this document, certifies that he/she has read and is in compliance with all terms and conditions required for certification as specified in the above-named document.

AGENCY NAME SANTA CRUZ COUNTY/CAREERWORKS	
Printed Name of Authorized Agent KATHY ZWART	Title ACTING DIRECTOR/ CAREERWORKS
Signature (Original signature required)	Date

SECG-2-6-50
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CALIFORNIA DEPARTMENT OF EDUCATION
 JTPA State Education Coordination and Grants (8%)

**Certification Regarding Disclosure
 of Lobbying Activities**

Submission of this certification is required by Section 1352, Title 31 of the U.S. Code and is a prerequisite for making or entering into a grant or cooperative agreement over \$100,000.

The undersigned certifies, that to the best of his/her knowledge and belief:

1. No Federal Appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer employee of any agency, a Member of Congress, an officer of employee or Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the Department of Education relies when it made or entered into this grant or cooperative agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization Name	Cooperative or Standard Agreement No.
SANTA CRUZ COUNTY/CAREERWORKS	
Name of Authorized Representative	Title
KATHY ZWART	ACTING DIRECTOR/CAREERWORKS
Signature	Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

**AGREEMENT PROVISIONS
AND STANDARDS
OF CONDUCT**

**This document is part of a JTPA 8%
Cooperative/Standard Agreement
PY 1998
(Revised)**

CALIFORNIA DEPARTMENT OF EDUCATION (CDE)
 JOB TRAINING PARTNERSHIP ACT (JTPA)
 STATE EDUCATION COORDINATION AND GRANTS (8%) FUNDS

AGREEMENT PROVISIONS AND STANDARDS OF CONDUCT

The Cooperative or Standard Agreement provisions set forth below apply to recipients of JTPA State Education Coordination and Grants (SECG) 8% funds and State Matching funds. The provisions must remain on file with the Agreement at the recipient site. (Not all sections are applicable, depending on program requirements specified in the terms of each agreement.)

A. AGREEMENT PROVISIONS

1. The recipient has been selected to receive funds under this program and shall provide services in accordance with the provisions of this Cooperative or Standard Agreement.
2. In its performance under this agreement, the recipient and all future subcontractors shall fully comply with the requirements of:
 - a. The Job Training Partnership Act (JTPA) Public Law 97-300 as amended by the Job Training Reform Amendments of 1992 (PL 102-367) federal regulations and Governor's policies and procedures issued pursuant to JTPA, the Governor's Coordination and Special Services Plan, and any new legislation, regulation, policy, and procedure which may be issued regarding JTPA 8% funds.
 - b. California Work Opportunity and Responsibility to Kids (**CalWORKs**) laws, regulations, policy and procedures as they relate to the provisions of education in conjunction with occupational skills training
 - c. Senate Bill 394 (Johnston 1997), chaptered 10/12/97, an Act to add Section 33117.7 to the Education Code, provides that 30% funds shall be used to support the **work**-based learning component of a school to career program and shall be targeted for activities that create and support paid internships in the private sector, with an emphasis on small businesses, and paid work experience in the public sector or private nonprofit sector for youth.
 - d. The terms and conditions of this agreement and all applicable federal, state and local laws, regulations, and policies, including but not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (PL 88-352).
 - (2) Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
 - (3) Hatch Act, which limits the political activity of employees.

e. California State Plan for Vocational Education (as applicable).

3. **Certification** - Except as otherwise indicated, the following certifications apply to all Subgrantees.

- a. **Sectarian Activities** -The recipient certifies that this agreement does not provide for the advancement or aid to any religious sect, church **or** creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by the Constitution, regarding separation of church and state.
- b. **National Labor Relations Board** - The recipient, by signing this agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the recipient within the immediately preceding two-year period because of recipient failure to comply with an order of a federal court which orders the recipient to comply with an order of the National Labor Relations Board.
- c. **Prior Findings** - The recipient, by signing this agreement, does swear under penalty of perjury, that the agency has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- d. **Debarment** -As required by Executive Order 12549, Debarment and Suspension, the recipient certifies that the agency and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this application 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, robbery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

- (4) Have not within a three-year period preceding this cooperative agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
- (5) Where the recipient is unable to certify to any of the statement in this certification, he or she shall attach an explanation to the agreement.

e. Drug-Free Workplace (Grantees other than individuals) -As required by State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient certifies that the agency will or will continue to provide a drug-free workplace by:

- (1) Publishing and providing to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The recipient's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Notifying the employee that, as a condition of employment under the grant, the employee will abide by the terms of the statement, and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (4) Notifying the grantor agency, in writing, within 10 calendar days after receiving notice of convictions under subparagraph (3) from an employee or otherwise receiving actual notice of such conviction; taking appropriate personnel action and requiring employees to participate in some kind of drug rehabilitation program.
- (5) Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future state contracts if the CDE determines that any of the following has occurred: (1) the contractor has made false certification or (2) the contractor violates the certification by failing to carry out the requirements as noted above.

f. Disclosure of Lobbying Activities - Recipients shall certify in the 50% Cooperative Agreement that to the best of his/her knowledge and belief:

- (1) No Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer/employee of any agency, a Member of Congress, an **officer** or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants, and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Such certification made in the Cooperative Agreement is a material representation of fact on which the Department of Education relies when it made or entered into this grant or Cooperative Agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

4. Termination and Amendment - Funding is contingent on the availability of federal or state funds and continued federal or state authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization. The Cooperative or Standard Agreement is subject to modification and termination as necessary in accordance with requirements contained in any future federal or state legislation, regulation, or policy.

a. Termination:

- (1) The recipient may terminate the Cooperative or Standard Agreement upon 30 days written notice to CDE.
- (2) CDE may terminate this Cooperative or Standard Agreement upon written notice at such time and to such extent as funds are reduced or not made available to CDE by the U. S. Department of Labor or the California State Legislature, State Job Training Coordinating Council, and the State Job Training Partnership Division.

- (3) CDE may terminate this agreement in whole or in part when it is determined that the recipient has violated a specific provision of the JTPA or regulations and corrective action has not been taken.

b. Amendment:

- (1) This agreement may be modified by the mutual agreement of the parties hereto. All modification requests shall be in writing and shall require the written approval of CDE.
- (2) If the regulations promulgated pursuant to JTPA or CalWORKs are amended or revised, the recipient will comply with such revisions or will notify the California Department of Education (CDE) within 30 days after promulgation of the amendments or revisions that it cannot so conform so that CDE may take appropriate action including termination of the agreement, if necessary.

All notices of termination or modification may be personally delivered or may be delivered by deposit in the United States Postal Service, postage prepared, and shall be deemed to have been given at the time of personal delivery, or of the date of deposit in the mail.

Notices to CDE shall be addressed to:

**California Department of Education
Career Development and Workforce Preparation Division
Fiscal and Administration Unit
560 J Street, #260
Sacramento, CA 95814**

5. Educational Standards - The recipient shall adhere to the requirements under Section 141 of the Job Training Partnership Act that: (1) All educational programs for youth, supported with funds provided under Title IIC (includes 8%) shall be consistent with applicable state and local educational standards; and (2) Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under such title shall be consistent with the requirements of applicable state and local laws and regulations.
6. Cost Compliance - Not more than 20 percent of the 8%-30% and 50% funds granted to an agency may be expended for the cost of administration. Not less than 50% of the funds granted to an agency must be expended on Direct Training activities.
7. Economically Disadvantaged - Not less than 75% of the 8% funds provided to an agency shall be expended on economically disadvantaged individuals who experience barriers to employment. Priority for funds not expended for the economically disadvantaged shall be given to Title III participants and persons with barriers to employment.
8. Matching - The recipient shall provide for the contribution of a matching amount equal to the amount provided in the agreement. The matching amount shall not be provided

from funds available under this Act, but may include the direct cost of employment or training services provided by state or local programs. All matching contributions must be documented in the same manner as all other JTPA program costs.

9. Non-Federal Stand-In Costs - The recipient shall separately document the contribution of non-federal stand-in costs that may substitute for other unallowable costs charged to JTPA. These costs must be allowable JTPA costs which were actually incurred but not charged to the JTPA program; must have been reported as uncharged JTPA program costs; must have been included within the scope of the audit; must have been accounted for in the auditee's financial system as required by 20 CFR 627.425; and must be adequately documented in the same manner as all other JTPA program costs.
10. Property Procurement - Personal or real property procured with JTPA (8%) funds will be used for the purposes of JTPA and will remain the property of the United States Government and/or the State of California. The recipient will adhere to all property management procedures and property accountability requirements as published by CDE.

11. Fund Disbursement

- a. The recipient will establish a fund accounting system for the receipt of JTPA funds. No part of JTPA funds shall be commingled with other funds of the subgrantee. CDE shall have a lien upon any balance in the JTPA account paramount to all other liens.
- b. Upon receipt of an approved Cooperative Agreement, recipients may request funds by mailing to the CDE a completed Request for Cash – Form SECG 3-3. No warrants can be issued until this form is received and processed. It is anticipated that requests will take approximately 15 days to process, so cash needs must be planned accordingly. Upon receipt of a Standard Agreement (not Cooperative Agreement), recipients may request funds by submitting their organization's detailed invoice.

Generally, if only sufficient cash is on deposit to cover approximately a one-day average disbursement, CDE will not consider the amount to be excessive. Recipients will also assure that its subcontractors maintain a balance of funds on hand that does not exceed disbursement needs for one day. The recipient understands and agrees that failure to adhere to these provisions may result in the recipient being funded through a strict reimbursement process. The CDE retains the authority to unilaterally adjust specific amounts requested, if CDE's records and subsequent verification with the recipient indicate that the subgrantee has an excessive amount of cash in its account.

12. Fund Management and Reporting

The recipient shall establish and maintain such fiscal controls and fund accounting procedures as required by JTPA and state and federal regulations or as may be deemed necessary by the Governor to assure the proper disbursement of, and accounting for, federal funds paid to the recipient under Job Training Partnership Act and Amendments of 1992.

- a. The recipient shall comply with Federal Regulations 29 CFR 97- 22(b), as they relate to charging direct and indirect costs.
 - b. CDE, EDD, ~~the State~~ Job Training Coordinating Council, the Auditor General of the State of California, the U. S. Department of Labor, the Office of the Inspector General, and the Comptroller General, shall have the right to observe, audit, monitor, and/or evaluate all conditions and activities, and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded under this agreement.
 - c. The recipient shall maintain such program and fiscal records and make such program statistical and fiscal reports as are required by CDE, EDD, and/or the U. S. Department of Labor. The recipient agrees to comply with procedures established by the Governor regarding timely completion and submission of required reports. (See the JTPA State Education Coordination and Grants (SECG) 8% Fund Management and Reporting Requirements document.)
 - d. The recipient agrees to retain all records pertinent to all grants and agreements under the JTPA, including financial, statistical, property and participant records, and supporting documentation for a period of three years after the agency has submitted to CDE its final expenditure report (Closeout) for the funding period. If, at the end of three years, there is an ongoing litigation or an audit involving those records, the recipient will retain the records until final resolution of such litigation or audit.
 - e. The recipient shall adhere to all reporting requirements and strict time lines issued by CDE. Failure to adhere to this contractual commitment on the part of the recipient may result in sanctions being imposed by CDE. (See Cooperative Agreement and Fund Management and Reporting Requirements' documents.)
 - f. In accordance with the 1998 program requirements for 8%-30% funds, the cumulative number of hours of internship/work experience performed shall be reported quarterly to CDE on the Quarterly Summary of Expenditures Report (SECG 4-I).
13. Program/Interest Income - The recipient shall comply with all procedures regarding the generalization and usage of program and interest income as specified in 20-CFR 627-450.
14. Management Information System - The recipient shall establish a management information system and a participant data system, as prescribed by the Governor. The participant data system will contain specific detail enough to demonstrate compliance with relevant eligibility criteria (including verification of eligibility) in order to meet JTPA requirements (where applicable), and to track and document the participants' progress for the duration of participation for the purposes of measuring performance.
15. Grievance and Complaint System -
- The recipient shall establish and maintain a grievance and complaint procedure in compliance with JTPA, federal regulations and state statutes, regulations and policy.

16. Subcontracting

- a. Any of the work or services performed by other than the recipient shall be evidenced by a written agreement specifying the terms and conditions of such performance. Recipients shall maintain and adhere to an appropriate system, consistent with federal, state, and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- b. The system for awarding contracts will contain safeguards to ensure that the recipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

17. Audit Reaquirements

The recipient shall ensure diligence in managing programs under this agreement including the carrying out of at least two on-site monitoring activities, spaced to occur one in each six month period during the term of any subcontracts to ensure compliance and quality of program **services** and in taking prompt corrective action against violators of the Act. Specifically:

- a. The recipient shall comply with audit requirements of the Single Audit Act of 1984, Public Law 98-502, and the Single Audit Act Amendments of 1996, Public Law 104-156, and all policies, procedures, and guidelines outlined in the Federal Office of Management and Budget (OMB) Circular 133 "Audits of States, Local Governments and Non-Profit Organizations". The standards which shall apply to audits of fiscal years beginning after June 30, 1996, are set forth in the June 1997 revision of OMB Circular A-133 and became effective July 1, 1996. Pursuant to the 1996 Amendments, OMB Circular A-133 establishes uniform audit requirements for non-Federal entities that administer Federal awards. Audit shall encompass both the entity's financial statements and schedule of expenditures of Federal awards performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and with policies and procedures established by the Governor. CDE shall obtain audit information to determine if audit requirements have been met.
- b. The recipient shall: maintain and make available to auditors (at all levels) adequate records; cooperate with all auditors; comply with all federal regulations, local, state, and federal laws as they relate to the utilization of funds or operation of programs.
- c. Auditors performing audits of the recipient or its subcontractors shall immediately report to the State any incidents of fraud, abuse, or other criminal activity in relation to this agreement, the Act, or regulations.

18. Indemnification

- a. The following provision applies only if the recipient is a governmental entity.

Pursuant to the Provisions of Section 895.4 of the Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- b. The following provision applies only if the recipient is a nonaovernmental entity.

The recipient agrees, to the extent permitted by law, to indemnify, defend and save harmless the grantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material persons, laborers and any other persons, firms or corporations furnishing or supply work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firms, or corporations which may be injured or damaged by the recipient in the performance of this agreement.

19. The agreement contains the entire agreement of the parties and supersedes all negotiations and any other agreements between them. The agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between CDE and the recipient.
20. Failure on the part of the recipient or a subcontractor of the recipient to comply with these provisions or with the Act or regulations may result in the issuance of a Notice of Intent to revoke approval of all or part of this agreement as provided in JTPA, Section 164(b) (1). Consistent with state and federal law, funds may be withheld for those projects in which corrective action has not been taken until the Secretary of Labor issues a final determination on the Notice of Intent to revoke.

21. Nondiscrimination

The conduct of the parties to this agreement shall be in accordance with Title VI of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder:

- a. During the performance of this Cooperative or Standard Agreement, the recipient and subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Recipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- b. Recipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.); and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-1 1139.5); and the regulations or standards adopted by the subgrantor.
- c. The recipient, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. The recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

22. Disallowed Costs

Except to the extent that state legislation permits or will permit the state to assume liability, the recipient shall be liable for all amounts which are determined to be due by the Secretary of Labor, including, but not limited to, disallowed costs which are the result of the recipient or its contractors' conduct under this agreement. The recipient shall be notified and shall be permitted to participate in any controversy or proceeding between the **Department** of Education and its grantor agency arising from this agreement.

STANDARDS OF CONDUCT

The recipient hereby assures that, in administering this agreement, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

General Assurance

Every reasonable course of action will be taken by the recipient in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The agreement will be administered in an impartial manner, free from personal, financial, or political gain. The recipient, its executive staff, and employees, in administering the agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Conductina Business Involvin Relative

No relative by blood, adoption, or marriage' of any executive or employee of the subgrantee will receive favorable treatment for enrollment in services provided by, or employment with, the recipient.

Emolvment of Former State Emolvees

The recipient will ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any part or phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.

Conductina Business Involvin Close Personal Friends and Associates

Executives and employees of the recipient will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the agreement, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the recipient to conduct business with a friend or associate of an executive or employee of the recipient, an elected official in the area, or a member of the Private Industry Council, a permanent record of the transaction will be retained.

Avoidance of Conflict of Economic Interest

An executive or employee of the recipient, an elected official in the area, or a member of the Private Industry Council, will not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed in whole or part by the recipient or CDE. Supplies, materials, equipment, or services purchased with recipient funds will be used solely for purposes allowed under the agreement.

No member of the Private Industry Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

'For the purpose of this agreement, "relative by blood or marriage" shall include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

NON-GOVERNMENTAL ENTITIES ONLY

The following provisions apply only to non-governmental entities approved to receive JTPA State Education Coordination and Grants (SECG) 8% funds. "Non-governmental" entitles include Private Industry Councils, but exclude a consortium agency created by a Joint Powers Agreement.

1. Prior to any disbursements of JTPA funds under this agreement, the recipient agrees to provide CDE an assurance that all persons handling funds received or disbursement made hereunder are fully covered by a fidelity bond. If the bond is cancelled or reduced, the recipient shall immediately so notify CDE. In that event, CDE shall make no further disbursements until it is assured adequate coverage has been obtained.

2. With respect to performance under the agreement, the recipient agrees to obtain and maintain in full force and effect throughout the period of the agreement, the following minimum insurance coverages:
 - a. General liability insurance with a combined limit of \$500,000 or public liability coverage for \$500,000 and property damage coverage for 5100,000. Regardless of the type of coverage secured, a minimum aggregate of \$500,000 for public liability and for property damage is required.

 - b. Broad form automobile liability coverage with limits as set forth in (a.) above, which applies to both owned/leased and non-owned automobiles used by the recipient or its agents in performance of the agreement, or in the event that the recipient will not utilize owned/leased automobiles but intends to require employees, trainees, or other agents to utilize their own automobiles in the performance of the agreement, the recipient will secure and maintain on file from all such employees, trainees, or agents a self-certification of automobile insurance coverage.

 - c. Workers' Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the recipient and all participants enrolled in work experience programs. Medical and accident insurance will be carried for those participants not qualifying as "employee" (Section 3350 et seq. of the California Labor Code) for Workers' Compensation.

3. CDE will be named as certificate holder of policies secured in compliance with paragraphs (a) and (b) above, and will be provided certificates of insurance or a copy of the insurance or insurance underwriter's "binder" prior to performance under the agreement verifying compliance with insurance requirements. The coverages noted above must contain the following clauses:
 - a. Insurance coverage will not be cancelled or changed unless 30 days prior to the effective date of cancellation or changes, written notice is sent to:

Career Development and Workforce Preparation Division
 Fiscal and Administration Unit
 560 J Street, #260
 Sacramento, CA 95814

 - b. State of California, its officers, employees and servants are included as additional insureds

 - c. The State of California is not responsible for direct payment of premiums of assessments on this policy.

CALIFORNIA DEPARTMENT OF EDUCATION (CDE)

JTPA STATE EDUCATION COORDINATION AND GRANTS (SECG) 8%

PY 1998 COOPERATIVE AGREEMENT
JTPA - 8%-50% Program

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CALIFORNIA DEPARTMENT OF EDUCATION (CDE)
JTPA STATE EDUCATION COORDINATION AND GRANTS (SECG) 8%

**INSTRUCTIONS FOR THE COMPLETION OF A COOPERATIVE AGREEMENT
JTPA 8% - 50% PROGRAM
PROGRAM YEAR 1998**

The Cooperative Agreement between the SDA and the California Department of Education (CDE) authorizes the expenditure of the 50% formula-allocated portion of the JTPA State Education Coordination and Grants (SECG) 8% funds and State Matching funds. This agreement comes under the requirements of JTPA and the Job Training Reform Amendments (PL 102-367) and the State Budget Act. The CDE's Employment Preparation Unit staff are available to provide assistance in the development of the Cooperative Agreement and service provider sub-agreements.

Two sets with original signatures and three copies of the Cooperative Agreement may be submitted through your designated regional consultant (see regional map) to:

California Department of Education
Employment Preparation Unit
560 J Street, Room 290
Sacramento, CA 95814

The Cooperative Agreement is comprised of the following forms:

• Cooperative Agreement (Signature Page)	SECG 2-1 -50
• SDA Delegation of Authority	SECG 2-2-50
• Funding Summary	SECG 2-3-50
• Individual Service Provider (LEA) Program Summary	SECG 2-4-50
• Debarment/Drug-Free Certification	SECG 2-5-50
• Lobbying Activities Certification	SECG 2-6-50

Cooperative Agreement Signature Page - SECG 2-1-50

The signature page contains the agency's legal name (no acronyms, please); the term of the agreement; planned expenditures by fund source and allowable cost categories, and official signatures. The designated agency official's signature signifies that he or she shall comply with all the requirements of JTPA, the Job Training Reforms of 1992, and the State Budget Act that govern the administration of this agreement.

SDA Delegation of Authority - SECG 2-2-50

This form allows the designated official to authorize the signing of documents, including Cooperative Agreements, claims reports, and other forms by a person or persons other than the designated official. If changes of personnel take place, a new SECG 2-2-50 form must be submitted to CDE. The form also identifies agency contact persons responsible for the administration of specific program areas.

Cooperative Agreement Fundina Summary - SECG 2-3-50

This three-page form summarizes all funds requested and contributed in this cooperative agreement. JTPA 8% and State Matching cost allocations must be made in accordance with the provisions of the Act, including Section 108 and Section 141.

In the parts that follow, SDAs are requested to document and report any and all funds that will qualify as match and non-federal stand-in to JTPA 8% programs.

Part I Allocation of JTPA/State/Local Matching Funds at Service Provider Level (Page 1 of 3):

Please summarize funds allocated to each service provider and also report those funds retained by the SDA. The grand total must agree with those totals reported on the Cooperative Agreement Signature page (SECG 2-I -50).

Part II Non-JTPA Local Matching Detail (Page 2 of 3):

Identify by site all non-JTPA matching funds contributed at the local level. Provide location, source, e.g., federal Carl Perkins, state general fund (ADA), and supporting documentation maintained. Identify value of match at public adult schools, community colleges and all other match.

Part III Non-Federal Stand-in Costs Detail (Page 3 of 3):

Identify costs which will be incurred/benefit the Title II-A/C 8% program, but will not be charged to JTPA. These costs must be an allowable JTPA cost and come from a non-federal funding source. They must be incurred during the same period, identified by JTPA allowable cost categories, be adequately documented like JTPA costs, and included within the scope of an audit. These costs will be reported on the JTPA Quarterly Status of Expenditure Report as uncharged JTPA program costs. Please do not duplicate these amounts on other JTPA Title II reports.

Individual Service Provider (LEA) Program Summary - SECG 2-4-50

This form reports all programmatic data by individual LEA. Prepare one form for each LEA.

Fundina Information

1. Identify by cost category JTPA/State Matching funds provided to an LEA;
2. Identify amount/source of local non-JTPA local matching contributions, if applicable, and how they will be documented;
3. Identify non-federal stand-in costs that directly benefit the JTPA program. (Identify the fund sources, i.e., Adult ADA, and what documents will be retained to support these expenditures.)

Program Description

This description should state what educational and occupational training services will be provided to participants and how they will be coordinated to enhance the participant's preparation to enter the labor force and become self-sufficient.

Certification - SECG 2-5-50: Debarment and Drug Free Workplace

In order to be eligible for funding under this agreement, CDE must have on file a certification that neither the agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Secondly, CDE must have on file certification that the agency will continue to provide a drug free workplace. Requirements are outlined in the Agreement Provisions and Standards of Conduct, and the agency official's signature on the certification form certifies that he/she has read and will comply with the provisions outlined herein.

Certification - SECG 2-6-50: Disclosure of Lobbying Activities

As a second tier recipient, please combine 8%-30% and 8%-50% grants provided by CDE when complying with the \$100,000 threshold. Complete the certification form and, if applicable, Disclosure of Lobbying Activities.