



**THE CHILD DEVELOPMENT CAREERS WORKS! (CDC-WORKS!) PROGRAM
(Formerly TEMPORARY ASSISTANCE FOR NEEDY FAMILIES -
CHILD DEVELOPMENT CAREERS (TANF-CDC)
PROGRAM)**

GRANT AGREEMENT 1012-04

**BY AND BETWEEN THE
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (Foundation)**

This Agreement (Agreement) between the Chabot-Las Positas Community College District (the District/College) and the Foundation for California Community Colleges (Foundation) is entered into this first day of July 2010 for the purposes of providing grant funding, fiscal management, and accountability for the Child Development Careers WORKS! (CDC-WORKS!) Program operated by the District's Chabot College.

The Agreement includes the following Attachments:

- Attachment A: Participating College's Work Plan (Scope of Work)**
- Attachment B: CDC-WORKS! Program Budget**
- Attachment C: Travel Reimbursement Rates and Conditions**
- Attachment D: CDC-WORKS! Program Allowable Cost Guidelines**

1. GRANT FUNDING

The Foundation for California Community Colleges (Foundation) provides centralized fiscal and administrative services to community college districts for the CDC-WORKS! Program funding as set forth in this Grant Agreement. The Foundation is the official auxiliary foundation for the California Community Colleges system, recognized by the Board of Governors under the provisions of the California Education Code section 72670.5.

The District/College agrees to perform all its duties as a grantee and to comply with all state and federal laws and regulations applicable to its CDC-WORKS! Program grant, including those identified in this grant agreement.

2. DUTIES OF THE DISTRICT AS GRANTEE

The District/College shall:

- 2.01 Complete the tasks and requirements described in this Agreement.

Youth and Adult Services, CDC-WORKS Program
Foundation for California Community Colleges (Foundation)
7/1/2010

- 2.02 Use the Foundation's Participant Tracking System (PTS) to report and track participant information including, but not limited to, participant enrollment levels, progress toward goals, units attempted/completed, Associate Teacher and Teacher Permits awarded, post-training employment and wages.
- 2.03 Ensure a minimum of one campus representative participates in one of the CDC-WORKs! Monthly Program Update conference calls, when available.
- 2.04 Ensure the appropriate stewardship of federal funds and adherence to State and Federal laws, guidelines and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures are made pursuant to this Agreement which are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circulars. District is responsible for obtaining the most recent version of all applicable OMB Circulars (Costs, Administration and Audits). The OMB Circulars are available online at www.whitehouse.gov/omb/circulars.
- 2.05 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable federal and state requirements and achievement of CDC-WORKs! Program guidelines, policies, procedures and objectives.
- 2.06 Ensure that program staff maintain up-to-date case files for every participant.
A case file should contain, but is not limited to:
- CDC-WORKs! Permit-Education Requirements Plan (Associate and/or Teacher Permit)
 - Participant Enrollment & Authorization Form
 - A copy of the approved CalWORKs Welfare to Work Plan (for current CalWORKs participants)
 - Benefits Summary Form, Notice of Action, CalWORKs Plan or any other official documentation (for former CalWORKs participants)
 - Current Transcripts (evaluated every semester)
 - Fingerprint & Background Check Verification
 - Participant case notes
- 2.07 Adhere to established grievance procedures for the resolution of any disputes by a student participating in the CDC-WORKs! Program.
- 2.08 Maintain Internet access, e-mail and phone capability.
- 2.09 Comply with all provisions of the CDC-WORKs! Program design, program operation, monitoring and evaluation contained in the grant between the Foundation and the California Department of Education. A copy of this grant can be obtained by contacting the Foundation's CDC-WORKs! Program Director.
- 2.10 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.
- 2.11 Maintain Program staff at each participating college campus to assume responsibility for overall campus Program direction and coordination of Program requirements. The

Program Facilitator shall be a faculty or staff person within the Child Development Department or an individual with similar skill sets and knowledge of the field of Early Childhood Education and CalWORKs policies.

- 2.12 Provide notification to the Foundation's CDC-WORKs! program staff of the names and contact information for all Program staff.
- 2.13 Notify and involve the Foundation immediately if an alteration in the staff layout is deemed necessary. The Foundation must support the change in staff.
- 2.14 Selection guidelines for the Program staff shall include:
 - Comprehensive knowledge of, and experience with the campus Early Childhood Education (ECE) program, Child Development Permit Matrix requirements and application process, local ECE employer community, and the campus and county CalWORKs Program design and requirements.
 - Ability to effectively collaborate and coordinate multiple Program requirements, services, objectives and outcomes.
 - Experience with assessing, monitoring and identifying resources to meet on-going participant educational and support service needs.
 - Ability to effectively collaborate and coordinate multiple Program requirements, services, objectives and outcomes.
- 2.15 Maintain an active participant roster within ten percent (10%) of its designated slot allocation monthly
- 2.16 Recruit, train, and assist participants in designing career plans specific to their Associate Teacher permit or Teacher permit career goal.
- 2.17 Assist eligible participants to enroll in appropriate classes required to obtain Associate Teacher or Teacher permits.
- 2.18 Administer the campus Program budget as required and authorize payments for Program expenses as itemized in the approved budget.
- 2.19 Advocate and oversee participant placements with mentors.
- 2.20 Track and report CDC-WORKs! Program mentor/mentee placements via the Foundation's Participant Tracking System (PTS) on a semester basis.
- 2.21 Place participants on a campus lab school site or local mentor site to satisfy their practicum and/or work experience Program requirements.
- 2.22 Establish and maintain a "wait list" to replace participants who drop from the Program with other qualified/screened participants.
- 2.23 Ensure the Program staff evaluate and approve replacement candidates and completion plans. draft
- 2.24 Submit Quarterly Reports and invoices to the Foundation no later than the 15th day following the report quarter. Submit invoices to the Foundation no later than the 15th day following the report month.

- 2.25 Promote the CDC-WORKs! Program on campus and in the community.
- 2.26 Participate in external Quality Improvement Programs (QIP) evaluation initiatives, as identified and directed by the Foundation.
- 2.27 Work with the local ECE Advisory Committee to solicit input on the college's local service area needs, the ECE coursework, participant opportunities for work and practicum experience, and employment.
- 2.28 Coordinate with the campus job developers to maximize employment opportunities for participants.
- 2.29 Send a minimum of one campus representative to all CDC-WORKs! Program trainings, monthly conference calls, and PTS webinars for which they are funded.
- 2.30 Document the academic instruction provided to each Program participant, the County Welfare Department's certification of CalWORKs eligibility of participants and approval of the ECE specific training program, and the Resource and Referral (R&R) agency assistance in the paid job placement of participants.
- 2.31 Maintain comprehensive records on the progress of each participant via the Participant Tracking System (PTS) and other campus tracking systems as needed, and complete Quarterly Reports, as well as participate in Program evaluation to be conducted by the CDE, the Foundation, or their designee.
- 2.32 Ensure that the Program staff track participants for one year after completing the program and update the PTS with education and employment information.
- 2.33 Ensure that the Program staff assists the Foundation in the collection of demographic and Program related data, including data available from the established Chancellor's Office and/or the Foundation's CDC-WORKs! Program Participant Tracking System (PTS) and from other program records, for the purpose of self-evaluation of the Program.
- 2.34 Ensure that the Program staff assesses participant eligibility - using the following criteria:
 - The student is on CalWORKs cash aid and has an approved welfare-to-work plan on file with the County Welfare Department, which specifically includes approval to participate in the Program, or the student was previously on CalWORKs cash aid which was verified by the County Welfare Department.
 - The student expresses a genuine interest in ECE as a vocation, rather than participating in the Program to secure short-term employment.
 - The student confirms their commitment to obtain an Associate Teacher and/or Teacher Permit in relation to the Child Development Permit Matrix.

- The student completes screening and assessment to determine the potential to succeed in the academic program and possesses the interpersonal skills necessary to work successfully with families and children.

2.35 Once a participant is selected, the Program staff ensures that the participant:

- Be provided an orientation to the Program structure, expectations, training schedule, and courses and topics to be covered.
- Participate in the development of a customized Permit Education Requirements Outline describing how the student will meet all unit requirements, practicum, and permit certification and, if necessary, a description of basic skills/English as a Second Language (ESL) assistance within the Program's design.
- Obtain a referral to the campus Financial Aid Office to receive financial aid eligibility information, including but not limited to the Board of Governor's (BOG) Fee Waiver, if applicable.
- Submit for processing a criminal and fingerprint background clearance application required for all individuals who work in a licensed child care center and/or who apply for a Assistant Teacher Permit.
- Continue to participate in the Program based on a semester-by-semester evaluation conducted by the Campus Coordinator of the student's satisfactory progress towards the goals and update the PTS with the according information.

2.36 Program staff should transition a participant to the appropriate Participant Tracking System (PTS) status no later than 10 days after change. The statuses are defined as following:

Active: Participants are enrolled in coursework required for their permit. Upon completing coursework, each participant gets one semester grace period where they can remain in "Active." Once that semester is over, they are to be moved to "Pending." **Pending:** Participants have completed their work experience and have applied for their permit. Once they obtain the desired permit, Exit them as a "Success." If there is an understanding that the participant will no longer be in the program, they should be exited as a **Withdrawal**. If the program coordinator has lost complete contact with a participant who is not actively involved in the program, they must be exited as **Lost**.

3. TERMS OF GRANT

- 3.01 The term of this grant shall be for a period of one program year; beginning July 1, 2010 and through June 30, 2011. In order to receive completed reimbursement under this Agreement, District shall ensure Participant Tracking System Data is current and ensure receipt of Final Monthly Reimbursement Invoice no later than July 15, 2011.
- 3.02 The Foundation shall have the sole option to extend the term of this Grant Agreement for up to one (1) additional year, for a maximum total Grant Agreement term of two (2) years.

Prior to this extension, the District must submit a work plan and budget to the Foundation no later than April 18, 2011.

4. GRANT AMOUNT AND PAYMENTS

- 4.01 In consideration of satisfactory performance of services described in this Agreement and Attachments, the Foundation agrees to pay the Chabot-Las Positas Community College District/ Chabot College a total amount not to exceed \$ 33,400.00. The Foundation may increase or decrease this budget if program enrollment is consistently 10% more or less than the slot allocation.
- 4.02 Grant funds shall be expended only for the items and amounts identified and in accordance with the Allowable Cost Guidelines (See Attachment D), section 2.04 above and in support of the CDC-WORKs! Program activities described in this Agreement.
- 4.03 Grant funds expended for the operation of this grant shall take place proportionately throughout the program year, and every monthly invoice shall only reflect costs incurred for the month of the invoice, unless the Foundation approves otherwise. If the costs incurred throughout the second half of the program year (January, 2011 through June, 2011) are more than 10% greater than the costs incurred during the first half of the program year (July, 2010 through December, 2010), the Foundation may choose not to reimburse the District for these additional costs.
- 4.04 Payments shall be made as set forth below.
- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon Foundation's receipt of the Monthly Reimbursement Invoice from the District/College no later than the 15th day following the report month. (See Attachment D: Allowable Cost Guidelines for detailed information on the allowable uses/expenditure of funds). Late invoices will be held over for payment in the following month.
 - b. Payments shall be made to the District/College on a monthly basis upon receipt of a CDC-WORKs! Program Monthly Invoice and Quarterly Narrative via Participant Tracking System (PTS). Based upon the California Department of Education (CDE) contract's policies and procedures, the Foundation may retain out of each payment an amount equal to ten percent (10%) thereof. The Foundation shall make final payment of the ten percent to the District upon completion and acceptance of work and payment by the CDE.
 - c. Payments to be made to the District/College as specified herein shall include all taxes of any description, federal, state and municipal, assessed against the District/College by reason of this grant.
 - d. Funds available under this contract that are not expended and invoiced by the District /College within the corresponding performance period shall revert back to the Foundation. Program funds will not be carried over from one Program year to the next.

5. GRANT REVISIONS AND LEVEL OF CDC-WORKs! SLOT ALLOCATION

- 5.01 Changes to this Grant Agreement, the District/College's performance objectives, work plan, budget, and participant slot allocation levels must receive prior written approval by Foundation's CDC-WORKs! Program Director.

6. REPORTS

The District (participating colleges within the District) shall prepare the following reports (forms provided by the Foundation) which must be received by the Foundation by the specified dates. Failure by the District to meet report deadlines may jeopardize funding.

District Reporting Responsibilities:

- 6.01 Quarterly Reports: Submit a quarterly report to the Foundation through the Program's Participant Tracking System (PTS), no later than the fifteenth day of the following report quarter.
- 6.02 Monthly Reimbursement Invoices: Submitted to the Foundation on Foundation forms no later than the fifteenth day following the month in which the expenditures were incurred. Monthly Reimbursement Invoices shall not be processed without the Invoice Verification for the corresponding month to support the amount claimed on the invoice.
- 6.03 Final Monthly Reimbursement Invoice and Year End Report: Submitted to the Foundation on Foundation prescribed report forms, no later than July 15, 2011.

7. PROGRAM EVALUATION AND DATA COLLECTION

- 7.01 The CDC-WORKs! Program Facilitator and/or CalWORKs Liaison shall provide all data and reports which may be requested by the Foundation, the California Department of Education (CDE), and/or third party evaluators.

8. GRANT AUDIT

- 8.01 The parties entering into this Grant Agreement will be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment for each program year under the grant.
- 8.02 The District/College agrees to obtain a timely audit where required in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.
- 8.03 All subcontracts or sub-grants entered into pursuant to this grant shall be subject to the examination and audit by the State Auditor for a period of five (5) years after the final payment for each program year under the grant.
- 8.04 The District/College agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The District/College agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The District/College 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 District/College agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant Agreement

9. TRAVEL

9.01 Travel expenses necessary to the performance of this grant, must adhere to State regulations as described in **Attachment C: Travel Reimbursement Rates and Conditions**. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.

10. AVAILABILITY OF CDC-WORKs! PROGRAM FUNDS

10.01 Grants which are funded in whole or in part by the federal government contain a thirty day cancellation clause and the following provisions:

- a. It is mutually understood between the parties that this grant may have been written before the appropriation of funds by the California Department of Education and/or Congress, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant were executed after that determination was made.
- b. This grant is valid and enforceable only if sufficient funds are made available to the Foundation by the California Department of Education and/or Congress for the current fiscal year for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitation or conditions enacted by the California Department of Education and/or Congress that may affect the provisions, term or funding of this grant in any manner.
- c. It is mutually agreed that if the California Department of Education and/or Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.
- d. It is mutually understood and agreed that if sufficient federal, state and/or local funds are not appropriated for this program, Foundation shall have no liability to pay any funds whatsoever to District or to furnish any consideration under this Grant Agreement and District shall not be obligated to perform any provisions of this Grant Agreement. Depending on whether funding is reduced or terminated, Foundation, in its sole discretion, may either (a) terminate this Agreement without further liability to Foundation or (b) propose an amendment to this Agreement for a reduced scope of services and/or at a lower price, which may be retroactive to the beginning of the term of this Agreement. Any such amendment shall require the mutual agreement of the parties.
- e. District shall inform any subcontractors and/or subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- f. In addition, this Agreement is subject to any additional restrictions, funding restrictions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, terms or funding of this Agreement in any manner.
- g. In the event that federal, state and/or local funds are sufficiently appropriated, but the State of California suspends payments to Foundation for the services performed under this Agreement for any reason, Foundation shall have the option to suspend performance of this Agreement and suspend payments to District until State of California rescinds the suspension.

- h. The Foundation also reserves the right to cease payment under this Agreement if the State of California issues IOUs to the Foundation.

11. INTELLECTUAL PROPERTY, INVENTIONS, AND NEW TECHNOLOGIES

- 11.01 Any ideas, concepts, know-how or techniques relating to intellectual property and applied technologies, developed during the course of this grant by the District/College, or jointly by the District and the State, can be used by either party in any way it may deem appropriate unless specified in writing.
- 11.02 All inventions, discoveries or improvements of the intellectual property and applied technologies developed pursuant to this grant, shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the District/College or any person and further agrees that the District/College or any other such person may sub-license additional persons on the same royalty-free basis unless limitations are clearly negotiated prior to development.
- 11.03 If this grant involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between the District/College institution and the private sector participants. The Foundation shall retain for state purposes limited intellectual property rights. This limited right is a royalty-free, nonexclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of the grant.
- 11.04 The District/College shall obtain these same rights for the State from all subcontractors and others who produce copyrightable material, intellectual property and applied technologies under this grant. The District/College shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.
- 11.05 No subcontract shall be entered into without these rights being assured to the State from the subcontractor.

12. PERSONAL AND REAL PROPERTY

Personal and real property procured with these funds will be used for the purpose of the grant and will remain the property of the State. The District/College will adhere to all property management procedures and property accountability requirements as published by the State.

13. STANDARDS OF CONDUCT

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

- 13.01 General Assurance: Every reasonable course of action will be taken by the District/College in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. The District/College, its executive staff, and employees, in administering the grant, will avoid situations that give

rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- 13.02 **Conducting Business:** No relative by blood, adoption, or marriage of any executive or employee of the District/College will receive favorable treatment for enrollment in services provided by, or employment with, the District/College.

Executives and employees of the District/College must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, 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 District/College to conduct business with a friend or associate of an executive or employee of the District/College, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.

- 13.03 **Avoidance of Conflict of Economic Interest:** An executive or employee of the District/College, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by the District/College or the State. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the agreement.

No member of the district governing board may 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.

14. PROHIBITIONS AGAINST OUTSIDE AGREEMENTS

The District shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the Foundation for products and/or services pertaining to this contract.

15. OWNERSHIP OF MATERIALS

All materials developed under the terms of this agreement will become the property of the Foundation. The Foundation reserves the exclusive right to publish, disseminate and otherwise use materials developed under the terms of this agreement. (The Foundation reserves the right to review any materials potentially for sale to determine if they are outside the scope of work. The District MUST seek review and approval from the Foundation before proceeding to produce for sale any materials related to this Agreement.)

16. STAFF REPLACEMENTS

The District will be required to obtain prior approval from the Foundation before changing professional project personnel.

17. GENERAL TERMS AND CONDITIONS

Youth and Adult Services, CDC-WORKs Program
Foundation for California Community Colleges (Foundation)
7/1/2010

- 17.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date ("Termination Date") for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay the Foundation (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by the Foundation on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to the Foundation on such Termination Date. In addition, the District shall reimburse the Foundation for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date shown on the first page and will continue in effect until the Termination Date.
- 17.02 Assignment: This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this Section will be void.
- 17.03 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in the exhibits will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 17.04 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.
- 17.05 Notices. All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in the Agreement.
- 17.06 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- 17.07 Certification Regarding Lobbying. District agrees to comply with all applicable limitations on the use of Agreement funds to influence certain federal contracting and financial transactions as described in Section 1352, Title 31 of the U.S. Code.

17.08 Debarment and Suspension. For federally funded agreements in the amount of \$25,000 or more, the District agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. (Executive order 12549, 7 CFR part 3017, 45 CFR Part 76, and 44 CFR part 17).

17.09 Insurance Coverage Requirements. All participating colleges within the District shall purchase and maintain throughout the term of this Agreement evidence of the required insurance coverage set forth below. All insurances required to be carried pursuant to this Agreement shall be primary, and not contributory, to any insurance or self-insurance carried by FCCC or the State of California. Upon request, the District is required to provide to the Foundation copies of evidence of insurance coverage, via certificate of insurance. This shall include copies of additional insured endorsements adding the "Foundation for California Community Colleges, its officers, directors, and employees" to the commercial general liability policy. Insurance requirements include:

- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- b. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- c. Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the District is responsible. If the District's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which District is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease- policy limit:	\$1 million
Disease- each employee:	\$1 million

17.10 Indemnification. District ("Indemnitor") will indemnify, defend and hold the Foundation, and its directors, officers, employees, agents, and representatives (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees, resulting from, arising out of, or connected with (a) Indemnitor's performance of services or other obligations under this Agreement, (b) the acts or omissions of Indemnitor, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom District is responsible (collectively, Indemnitor); (c) any breach by Indemnitor of this Agreement. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1)

Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Indemnitees will control the defense and all related settlement negotiations. The Indemnitor will cooperate in the defense and furnish the Indemnitee with all related evidence in its control. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied indemnity.

- 17.11 Disputes. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with the Foundation within ten (10) days of discovery of the problem. Within ten (10) working says, the Foundation President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of the Foundation shall be final.
- 17.12 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

DISTRICT/COLLEGE CONTACTS

18.01 Responsible Administrator (Appropriate Program Area):

Name: Susan Sperling Title: Dean, Social Sciences
Email: ssperling@chabotcollege.edu Phone: 510-723-6669 Fax: _____

18.02 CDC-WORKs! Program Facilitator:

Name: Yvonne Cormier Title: Mgr, Chabot Children's Center
Email: vcormier@chabotcollege.edu Phone: 510-723-7483 Fax: 510-723-7292

18.03 CalWORKs Program Liaison:

Name: _____ Title: _____
Email: _____ Phone: _____ Fax: _____

18.04 District Chief Business Officer

Name: Lorenzo Legaspi Title: Vice Chancellor, Business Services
Email: llegaspi@calpccd.org Phone: 925-485-5203 Fax: 925-485-5255

19. Signatures

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Agreement and commit their respective organizations to comply with them.

On behalf of the District:

Name: _____ *YC 7/14/10*
Title: _____
Signature: _____ Date: _____

On behalf of the Foundation:

Signature of Hillery

Gladden:

(Executive Director of CDC-WORKs! Program)

Hillery Gladden
Date: *6/3/10*

**The Foundation's
Corporate Officer
Signature:**

Name: *Keetha Mills*
Title: *CFO*
Signature: *Keetha Mills* Date: *6-2-10*

**Other Authorized
Signatory:**

Name: *Christopher Joyce*
Title: *Dir HR/Corp Sec*
Signature: *Ch Joyce* Date: *6-1-10*

Please return **one** (1) of the two (2) Grant Agreements with **original signatures** to:

André Lipinski, Youth and Adult Services Program Assistant
CDC-WORKs! Program
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811

For information or assistance, please contact Leslie Snoke at (916) 325-0123 or by e-mail at:
lsnoke@foundationccc.org

ATTACHMENT A

PARTICIPATING COLLEGE'S
WORK PLAN (SCOPE OF WORK)

<p align="center">Foundation for California Community Colleges 2010-2011 Child Development Careers WORKS! Program (CDC-WORKS!) Application Work Plan</p>	College Name: Chabot College
	District: Chabot-Las Positas Community College District
	Grant Agreement: 1012-04
	Slots Allocated: 20

Purpose/Background: Outlines expectations of accomplishments and deliverables for the program year and establishes a clear picture of the program design.

I. Student Support and Achievements

Recruitment and Enrollment Outcome(s):

CDC-WORKS! Program staff will recruit and enroll qualified/motivated students to fill 100 percent of allocated slots.

The campus CDC-WORKS! Program will maintain an **Active** participant roster within ten percent (10%) of its designated slot allocation throughout the program year.

Program/ Student Activities

List the activities associated with meeting the expected outcomes.

Required program activities:

1. Outreach will be made to potential CDC-WORKS! Program participants within the college and the community.

Timelines

Report on when each activity will occur.

On-Going throughout the semester.

Responsible Person

Report the person(s) responsible for each activity.

Y. Powell

Method of Tracking

Report on the tracking measures used for each activity.

Locally created checklist

2. Comprehensive screening and assessment will take place prior to enrollment in the program.	NLT 10 days upon applying	Y. Powell & V. Cormier	CalWorks office; Admission & Records Assessment Center Records
Other activities:			
1.			

Student Retention and Achievements Outcome(s):

1. Student Milestone Achievement

Track 1: General CDC-WORKs/ student population.

At least 70 percent of students will achieve 6 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.

Track 2: Students with special circumstances, including health issues, learning disability, English Language Learner, family emergency and limited course availability.

At least 70 percent of students will achieve 3 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.

2. Student Permit Attainment

A minimum of 6 participants enrolled in the CDC-WORKs/ program at Chabot College will apply for and/or receive an Associate Teacher or Teacher permit upon completion of the 2010-2011 program year.

Program/ Student Activities

List the activities associated with meeting the expected outcomes.

	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
Required program activities:			
1. Students will receive a comprehensive program orientation.	NLT 30 days of entry	Y. Powell	Locally created checklists

2. Students will receive a customized Permit Education Requirements Outline and on-going assessments of progress made towards their permit goal.	NLT 30 days applying for program	S. Stickney	Locally created checklists
3. Students will be provided with a venue for cohort activities that encourages peer collaboration and support.	-NLT 10 days upon entering program.	V. Cormier	Locally created checklists
4. Students will receive assistance with placement sites to fulfill practicum and/or work experience requirements.	-NLT 30 days of eligibility	V. Cormier	Locally created checklists
5. Students will receive assistance with completing and submitting the permit application to the Commission on Teacher Credentialing.	NLT 30 days of eligibility	Y. Powell	Locally created checklists
6. Students will receive resources/ referrals to assist with job placement within the ECE field.	NLT 30 days of eligibility	Y. Powell Y. Nahunu	Locally created checklists
7. Students will be referred to additional resources within the campus and the community (e.g. mentoring services, tutoring services).	Upon eligibility	Y. Powell M. Iriate	Locally created checklists
8. Program staff will form a working relationship with the campus CalWORKs office, Child Development Department, CEC Mentor Program, and Child Development Training Consortium in order to adequately meet student needs.	Quarterly meetings through correspondence and phones to maintain relation-ship.	V. Cormier S. Stickney Y. Powell	Meeting Minutes
<i>Other activities:</i>			
1.			

Student Follow-up Outcome(s):

- 100 percent of CDC-WORKs! students, that exit the program with a permit, will be contacted for follow-up within one month and again at one year. At least 25 percent of these students will successfully complete the follow-up survey via phone, web, or USPS mail.
- 100 percent of CDC-WORKs! students who withdraw from the program will be encouraged to complete an exit survey.

Program/ Student Activities

List the activities associated with meeting the expected outcomes.

Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
<i>Required program activities:</i>			
1. All students will be contacted in order to track their employment and education information upon successful completion of the CDC-WORKs! program.	NLT 30 days after departure	Y. Powell	Locally created checklists
2. Program staff will report follow up data in the Participant Tracking System (PTS).	NLT 10 days upon receiving data	Y. Powell	Locally created checklists
<i>Other activities:</i>			
1.			

II. Program Administration

Data Management and Reporting Outcome(s):

1. Ensure student file and program data accountability.

Youth and Adult Services, CDC-WORKs Program
 Foundation for California Community Colleges (Foundation)
 7/1/2010

2. CDC-WORKs! Program staff will effectively utilize the full range of system features of the Participant Tracking System (PTS) to accurately track and report student progress to the FCCC in a timely manner.

Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
<i>Required program activities:</i>			
1. Program staff will enter student information into the PTS within 10 business days of enrollment into the program.	NLT 10 days	Y. Powell	Locally created checklists
2. Program staff will update tracking and milestone information for each student on a consistent basis and upon completion of each semester (i.e. coursework and work experience completion; supportive services received; mentoring services received; fingerprint clearance).	Within 20 days after receiving information	Y. Powell	Chabot;s Database
3. Program staff will submit all requested participant files within 10 business days to FCCC.	NLT 10 days	Y. Powell	Locally created checklists
4. Program staff will submit all quarterly reports in the PTS within 15 business days of the end of the reporting period.	NLT 15 days	V. Cormier	Locally created checklists
5. Program staff will respond to Mid-Year analysis comments within 10 business days to FCCC.	Yes	Y. Powell	
6. A minimum of one program staff representative will participate in the FCCC monthly conference calls.	Monthly	Y. Powell	CDC Calendar E-Mails
7. A minimum of one program staff representative will participate in CDC-WORKs sponsored trainings and meetings (e.g. Regional Institutes; PTS webinars).	As Required	V. Cormier, Y. Powell, or S. Stickney	Per notification

8. Program staff will respond to end of the year analysis comments (as applicable) within 10 business days to FCCC.	As Required	V. Cormier	Per notification
9. Program staff will participate in program evaluation as directed by the FCCC, CDE-CDD, or its designee.	As Required	V. Cormier, or Y. Powell	Per notification
Other activities:			
1.			

Budget Management Outcome(s):			
Ensure fiscal accountability.			
Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
Required program activities:			
1. Program staff will ensure FCCC's receipt of the monthly reimbursement invoice no later than the 15 th day of the month following the invoiced month. The PTS verification of Active students list will be attached to each monthly invoice.	Monthly	V. Cormier	CDC Requirements Calendar
2. Monthly reimbursement requests will reflect the actual CDC-WORKS! Program expenses incurred during the invoiced month. CDC-WORKS! Program expenditures will be proportionate throughout the program year and will only reflect costs associated with supporting the participants in the current contract period.	NLT 15 TH of each month	V. Cormier	CDC Requirements Calendar

3. Program staff will submit all requested fiscal documents for desk audit within 10 business days.	NLT 10 business days of request	V. Cormier	Monthly calendar of Dean's office
<i>Other activities:</i>			
1.			

ATTACHMENT B
BUDGET FORM
JULY 1, 2010 - JUNE 30, 2011

The budget amounts below are based on the slot allocation requested by CHABOT College. The FCCC may increase or decrease this budget if program enrollment is consistently 10% more or less than the requested slot allocation.

CATEGORY	AMOUNT												
Campus CDCWORKS Program Staff Salaries and Benefits:													
<i>Provide as much detail as possible, along with a listing of positions and amounts budgeted</i>													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Position</th> <th style="text-align: left;">% FTE</th> <th style="text-align: left;">Amount</th> </tr> </thead> <tbody> <tr> <td>1. Program Clerk</td> <td>100%</td> <td>21,000</td> </tr> <tr> <td>2. Workstudy</td> <td>100%</td> <td>4,000</td> </tr> <tr> <td colspan="2">Benefits:</td> <td>2,000</td> </tr> </tbody> </table>	Position	% FTE	Amount	1. Program Clerk	100%	21,000	2. Workstudy	100%	4,000	Benefits:		2,000	\$ 27,000.00
Position	% FTE	Amount											
1. Program Clerk	100%	21,000											
2. Workstudy	100%	4,000											
Benefits:		2,000											
Required Travel Expenses (\$500 minimum):													
<i>Provide as much detail as possible for any additional travel.</i>													
Regional Workshops for Students = 1,000 Regional Training Institute for Staff = 500 Travel for 2 staff to attend a one-day Regional Institute 150	\$ 1,800.00												
Operating Expenses (e.g. Office Space, Telephone, Internet, Supplies):													
<i>Provide as much detail as possible</i>													
1. Office Supplies - 500 2. Office Space 0 Telephone 0	\$ 500.00												
Fingerprint & Background Fees:													
\$ 70 X 10=\$700 Students to cover cost related for fingerprint and background fees required for permit.	\$700												
Participant Supportive Services(at least \$130 x # Active Slots):													
<i>Provide as much detail as possible</i>													
1. Incentive Gas Cards \$25 X 100 = \$ 2,500 2. Copy Cards \$20 X 20 = \$400 Teacher Supplies \$25 X 20 = \$500	\$ 3,400.00												
TOTAL GRANT AMOUNT	\$ 33,400.00												

ATTACHMENT C

TRAVEL REIMBURSEMENT RATES AND CONDITIONS

MEALS AND INCIDENTALS (IN-STATE/OUT-OF-STATE TRAVEL):

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Lodging, meals and incidental reimbursements shall not be made for expenses incurred within 50-miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

BREAKFAST	ACTUAL EXPENSE UP TO \$6
LUNCH	ACTUAL EXPENSE UP TO \$10
DINNER	ACTUAL EXPENSE UP TO \$18
INCIDENTALS	ACTUAL EXPENSE UP TO \$6

TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

FIRST DAY OF TRAVEL	
TRIP BEGINS AT OR BEFORE 6 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 11 AM	LUNCH MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 5 PM	DINNER MAY BE CLAIMED
CONTINUING AFTER 24 HOURS	
TRIP ENDS AT OR AFTER 8 AM	BREAKFAST MAY BE CLAIMED
TRIP ENDS AT OR AFTER 2 PM	LUNCH MAY BE CLAIMED
TRIP ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

FRACTIONAL DAY OF TRAVEL	
TRIP BEGINS AT OR BEFORE 6 AM AND ENDS AT OR AFTER 9 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 4 PM AND ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED
<i>EMPLOYEES MAY NOT CLAIM LUNCH OR INCIDENTALS ON ONE-DAY TRIPS. WHEN TRIPS ARE LESS THAN 24 HOURS AND THERE'S NO OVERNIGHT STAY, MEALS CLAIMED ARE TAXABLE.</i>	

MILEAGE REIMBURSEMENT RATE:

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

AUTOMOBILE	50 CENTS PER MILE
BICYCLE UP TO	4 CENTS PER MILE

LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

ALL CALIFORNIA COUNTIES NOT LISTED BELOW	ACTUAL EXPENSE UP TO \$84 PER NIGHT, PLUS TAX
LOS ANGELES AND SAN DIEGO COUNTIES	ACTUAL EXPENSE UP TO \$110 PER NIGHT, PLUS TAX
ALAMEDA, SAN FRANCISCO, SANTA CLARA, AND SAN MATEO COUNTIES	ACTUAL EXPENSE UP TO \$140 PER NIGHT, PLUS TAX

OUT-OF-STATE LODGING/OUT-OF-STATE MEAL ALLOWANCE:

Payment is for actual lodging expenses, supported by a receipt. Without receipts, payment will be the in-state lodging rate. Meal allowance is paid at the same rate as the in-state rate.

**ATTACHMENT D:
CDC-WORKs! Allowable Cost Guidelines**

The total allocation of CDC-WORKs funds are a fixed amount based on the number of slots allocated for the program year (e.g. the number of active students that the program is contracted to serve). The campus CDC-WORKs Program will be expected to maintain an **Active** participant roster within ten percent (10%) of its designated slot allocation throughout the program year. The Foundation may increase or decrease the amount of CDC-WORKs funds granted if program enrollment is consistently 10% more or less than the requested slot allocation.

A participant is in **Active** status ONLY while they are enrolled in coursework that is **REQUIRED** by the Commission on Teacher Credentialing (CTC) to achieve their designated Exit Goal at the Associate Teacher (12 ECE Units) or Teacher Permit (16 GE units and 24 ECE units) level; **AND** remedial and/or prerequisite courses needed to successfully complete the CTC required coursework. Once a participant completes all CTC required coursework with a grade of "C" or better, they can remain in Active Status for one additional semester to receive case management services that support their successful transition to work experience and the permit application process.

Monthly reimbursement requests should reflect the actual CDC-WORKs Program expenses incurred during the invoiced month. CDC-WORKs Program expenditures should be proportionate throughout the program year and may only reflect costs associated with supporting the participants in the current contract period.

A. BUDGET LINE ITEMS AS CONTAINED IN DISTRICT/COLLEGE GRANT AGREEMENTS

ALLOWABLE ACTIVITIES/SERVICES

BUDGET LINE ITEMS:

▪ **PROGRAM STAFFING**

Program Staffing funds may be used in one or any combination of the following activities/services:

1. To reimburse campus CDC-WORKs Program staff (e.g. Facilitator/Liaison/Coordinator/Assistant) for providing services to CDC-WORKs Program participants.*
2. To pay the salary of other support staff that provides direct services to the CDC-WORKs Program.

*Note: Staffing funds can be used to either supplement and/or replace the existing salary of CDC-WORKs Program staff. The amount of staff time charged to the grant should reflect the actual amount of staff time spent providing direct services to the grant.

BUDGET LINE ITEM:

▪ **OPERATING EXPENSES**

Operating Expenses funds may be used in one or any combination of the following activities/services:

1. To reimburse campus for office space used for operation of the CDC-WORKs Program.
2. To reimburse telephone and internet services used for operation of the CDC-WORKs Program.
3. To purchase office and program supplies, including printed materials such as brochures and flyers that directly relate to the CDC-WORKs Program.
4. For audit purposes, the amount of office space, telephone, and internet services charged to the grant should reflect a formula driven calculation in which the portion(s) charged to the grant can be readily identified.

BUDGET LINE ITEMS:

▪ **FINGERPRINT FEES**

Fingerprint Fees funds may be used in one or any combination of the following activities/services:

1. To pay for practicum and/or work experience background clearance fingerprint fees for program participants.
2. To pay for fingerprint fees as required by the Commission on Teacher Credentialing (CTC) for the processing of permit applications.

BUDGET LINE ITEMS:

▪ **TRAVEL EXPENSES TO CDC-WORKs PROGRAM SPONSORED TRAININGS AND MEETINGS**

Travel funds may be used for one or any combination of the following activities:

- To pay travel expenses for CDC-WORKs Program staff (e.g. Facilitator/Liaison/Assistant), Program participant(s), and other campus staff who are directly coordinating services with the CDC-WORKs Program to attend CDC-WORKs Program sponsored trainings and meetings (e.g. Regional Institutes).
- To pay registration fees and/or travel expenses for CDC-WORKs Program staff or Program participants to attend local, regional, or state functions (e.g. trainings, meetings, conferences, etc.) concerning Early Childhood Education (ECE) or CalWORKs that will benefit the administrative and academic services of the CDC-WORKs Program.*

The reimbursement of travel expenses should comply with the California Department of Personnel Administration (DPA) rules and regulations.

*Travel funds used for non CDC-WORKs Program sponsored trainings and meetings must receive written approval from the Foundation for California Community Colleges.

BUDGET LINE ITEMS:

▪ PARTICIPANT SUPPORTIVE SERVICES

Participant Supportive Services funds may be used in one or any combination of the following categories:

1. Participant Book and Instructional Materials Grants – Ensures that costs associated with the purchase of books, supplies and supplemental instructional materials (e.g. professional development literature, children's books, or required reading in a second language) are covered, hence diminishing the possibility of a participant's withdrawal from the program.
2. Participant Transportation Grants – Provide transportation assistance needed to attend school or work. This line item is included to ensure that a participant does not withdraw or drop out of the program because of barriers associated with transportation.
3. Participant Tutoring Services – Provide tutoring services that may not be available through regular on-campus learning/tutoring resources and services. This line item is included to ensure that a participant does not drop out of the Program because of a lack and/or unavailability of specialized educational tutoring services.
4. Special Services, Workshops and Cohort Classes – Provide supplemental instructional and general participant support services in the form of workshops, classes, and services that address specific CDC-WORKs participant barriers/issues related to successful completion of the ECE academic coursework, permit requirements, job search, and job retention.

These services may include, but are not limited to:

- Speakers brought onto campus to provide information and training related to ECE.
 - Participants attending local professional trainings or meetings related to ECE.
 - Cohort class expenses (teacher, etc.).
 - Expenses related to providing additional classes attended by CDC-WORKs Program participants which would otherwise not be offered without funds from the CDC-WORKs Program.
 - Interview clothes for job placement.
 - Awards (gift certificates, vouchers for educational purposes) for the completion of the program (per semester, limits assigned by FCCC) and gatherings, including permit completion ceremonies/events for purpose of follow-up and retention.
 - Counseling as recommended by college staff (either group or individual).
5. Work-Study Wages - Provide Work-Study wages for CDC-WORKs Program participants while the individuals are in a practicum, or work experience assignment.

Participant Supportive Services funds can be used to pay for the emergency needs of students in the areas related to books, classroom supplies and instructional materials, tuition/registration fees, and transportation (Supportive Services). An emergency is defined

as the student needing the specific service to enroll in coursework and successfully continue in the CDC-WORKs program.

All active and pending participants are eligible to receive Participant Supportive Services based on the discretion of the CDC-WORKs Program campus staff. Emergency grants are provided to participants on a case-by-case basis and determined based on the availability of Supportive Services funds.

B. BUDGET LINE ITEM TRANSFERS

With prior written approval from the Foundation, surplus funds from a given budget line-item may be transferred to another budget line-item. Prior to any transferring of funds, a Budget Line-Item Transfer Request Form must be submitted by the college and approved by the Foundation. **Funds may not be transferred in or out of the Program Staffing line-item without prior approval of the Foundation.**

C. PROHIBITIONS

CDC-WORKs Program funds CANNOT be used to:

1. Purchase office equipment; such as personal computers, computer parts, DSL modems or routers, lap tops, fax machines, printers, scanners, or copiers for participants.
2. Purchase food items.
3. Pay for medical related costs or services.
4. Pay for living expenses (rent, utilities, etc.).
5. Pay for fines, tickets, late fees, penalties, child support payments, or other costs incurred because of negligent behavior.
6. Pay for items or services not directly related to successful participation in the CDC-WORKs program and subsequent job placement.