D R A F T

Chapter V. Annual Program Plan and Contract

1.0. General Information

1.1. Purpose

The Cal-SOAP annual program plan serves to:

- Provide the individual Consortium with a vehicle for program description and evaluation
- Provide a formal environment, in the form of an application, in which the Consortium can plan its program for the upcoming fiscal and academic year
- Provide the necessary and required information to the Commission for review and evaluation to determine initial or continued funding of the consortium's Cal-SOAP project

1.2. Planning Process

Preparation for completing the Annual Program Plan must include a planning process. The planning process is an opportunity for the consortium to review its collaboration efforts and consider any changes to its programs, partners, service sites, etc. The planning process may include, but is not limited to, the following:

- A review of the agencies participating in the project
- A review of the students and schools to be served by the project to confirm continued eligibility
- Consideration of the ways in which the project will reduce duplication and related costs
- Confirmation of the secondary school staff who will be involved in the daily operations of the project as required by law
- Planning continued coordination of the activities of the project with existing educational opportunity programs
- Consideration of the project's database requirements and maintenance needs
- Methods for assessing the project's impact

1.3. Significance of the Annual Program Plan

The Annual Program Plan is the document that describes the plan of operation for a Cal-SOAP project. It is a request for funding and a commitment to a contractual agreement with the Commission and State of California to provide the services as outlined in the plan and within the budget presented. It details among other things, planned program activities, budget requirements and consortium structure. It also identifies any changes or new developments in a project's programs and activities. The annual program plan is incorporated into the contractual agreement with the Commission as a description of the scope of work to be performed for the funding provided.

2.0. Annual Program Plan (APP) Format and Review

A Cal-SOAP project's annual program plan (APP) shall be submitted in the format determined and issued by the Commission. The Commission will review each APP submission to determine if the planned activities and programs meet the objectives and support the goals of the Cal-SOAP. The following section provides the requirements of the APP.

2.1. Introductory Section / Title Page

The introductory section, also called the title page, of the annual program plan shall provide the Commission with a list of the key persons responsible for the operation and management of the consortia and project activities. The information includes the following:

- Headquarters' information including the project director's name, address, telephone number, fax number, e-mail address and website, if available
- Fiscal agent (identify what institution or agency the fiscal agent represents) with phone number, fax number, and email address for the contact person who will be responsible for Cal-SOAP fiscal matters
- Consortium Governing Board Chairperson including telephone number and e-mail address

The above information must be maintained current with the Commission. Any changes to the above information during the fiscal year shall be submitted to the Commission within ten (10) days of the change.

2.2. Demographics of Consortium Service Area Section

School Information

The APP must provide demographics of the consortium service area and shall include a list of the schools and students the project plans to serve. This information is found in the Academic Preparation Program Reference and Information System (APPRIS) database and can be accessed through the following internet address: www.appris.org. The required format to report this information is provided by the Commission.

This information should be used by the consortium as a planning tool to ensure the project is providing services in the appropriate schools. The Commission will use this information as an assessment tool and will use the data from this section to update the Cal-SOAP section of APPRIS with current schools served. The information provided shall include:

- School district name and the name and address for each high school, middle school, and elementary school in each district
- Total number of students served, broken down by school
- Number of Cal-SOAP students to be served, broken down by intensive and general services for each school
- The Academic Performance Index (API) base number for each school
- The percentage of students receiving free and reduced lunch for each school

- The university going percentage rate for each school (The rates for the University of California and California State University are added to come up with one percentage rate.)
- The community college going percentage rate for each school
- Totals for the student numbers above (The totals shall be provided on the last page of your school list.)

Other Service Sites

While most Cal-SOAP services are provided at school sites, services may be provided at other sites in the community. The consortium is required to provide the Commission with information on other service sites where students and parents are served by the project. This information shall include the following:

- Name and address for each site
- Number of Cal-SOAP students receiving intensive and general services
- Number of Cal-SOAP parents receiving services
- Totals for each of the above.

If the consortium does not serve students or parents at other service sites, a statement to that effect must be included in the APP.

Project Boundaries Map

Each consortium is required to outline its project boundaries on a California state counties map that is provided by the Commission. This information provides the Commission with an accurate picture of the areas served by each Cal-SOAP project and will be used to update the statewide Cal-SOAP map.

2.3. Consortium and Project Structure Section

Cal-SOAP law requires that each project be operated through a consortium with specific membership. The consortium is required to provide this information as part of the annual program plan and include information on the project's staffing.

Membership

A list of the consortium members (institutions or agencies) broken down by Schools and Districts, California Community Colleges, California Public Universities, Independent Colleges, and Community Agencies shall be provided. List the name of the institution or agency that is a member of the consortium. The specific person who represents the institution or agency on the governing board is listed in the following section of the annual program plan.

Refer to Chapter II, section 1.0 for the policies and requirements on consortium composition and membership.

Governing Board

The Governing Board consists of at least one representative from each institution or agency that is a member of the consortium. The consortium is required to provide information on the

person who will represent the member institution or agency and who will sit on the Governing Board during the term of the agreement. The consortium must also identify the officers of the governing board and provide contact information for them. A roster shall be submitted with the required information that includes:

- The officers of the governing board and contact information for each (The contact information shall be the name of the person, institution or agency they represent, address, phone number and e-mail address.)
- A list of the members sitting on the governing board which includes the person's name and the name of the institution or agency they represent

Refer to Chapter II, section 1.0 for the policies and requirements relating to the Governing Board.

Consortium Structure

To determine how the consortium will oversee the operations of its Cal-SOAP project, the Commission requires that certain information relating to its structure and operations be submitted as part of the annual program plan. The information required shall be submitted as a brief narrative that describes the structure of the consortium and shall include the following:

- Mission statement, vision or strategic goals established by the governing board
- A brief description of the function and duties of the governing board, the fiscal agent and the project director
- A description of the relationships and interaction between the governing board, the fiscal agent, and the project director (Include a copy of the written agreement between the fiscal agent and the consortium as an attachment to the annual program plan.)
- A description of the method or process by which the consortium and governing board will carry out their duties
- A statement of how often the board will meet
- An explanation of any differences or changes in partner participation levels (List any changes in membership and comment on the reason for the change.)

Refer to Chapter II, section 1.0 for the policies and requirements relating to consortium structure and responsibilities.

Consortium Bylaws

The consortium is required to operate by a set of rules for governing its own meetings and affairs. These rules, called bylaws, are based on the project's distinct structure. The annual application shall include a copy of the current bylaws that the consortium shall use to guide the operation of the project for the current year.

Refer to Chapter II, section 1.4 and 1.5 for a description of bylaws and the minimum content requirements.

Project Staffing

It is the responsibility of the consortium to staff its project with an adequate number of qualified persons to administer and operate the activities of the project so as to satisfactorily provide the services presented in the annual program plan.

Staffing information shall be submitted via an organizational chart or a listing of employees. The information shall include the following:

- Names and titles
- Employment time-base (full or part-time)
- Number of students working as tutors or advisors

Project Director's Resume

A project's success is attributed, in part, to the ability of the Project Director to provide sound management and effective leadership. The consortium is responsible for hiring or approving the hire of a Project Director with the background, experience and training necessary to adequately administer a project of its size and complexity. The annual program plan shall include a copy of the project director's resume that outlines his or her background, experience and training.

Refer to Chapter II, sections 2.0, 3.0, 4.0 for the policies and requirements relating to project staffing.

2.4. Project Budget Section

Budget funding levels are not guaranteed but are based on the available annual funding for the Cal-SOAP. Unless notified otherwise, existing consortia may submit plans that assume the same level of funding as the previous year.

Preliminary Project Budget

The annual application process shall include the submission of a preliminary project budget signed and dated by the Governing Board Chairperson and Project Director and should reflect all costs associated with the project's planned activities. The preliminary budget also lists all the project's sources of funding, including the expected local matching resources for the fiscal year. A minimum of 30%, or the equivalent, of each project's state funding allocation shall be allocated for stipends to peer advisors and tutors. The preliminary budget report must be generated using the Statewide Cal-SOAP database system. In October, the consortium will be required to submit a final budget report that includes any necessary adjustments to reflect the most accurate projections of costs for the activities planned.

Refer to Chapter III, section 4.0 for budget related policies and requirements.

Budget Narrative

The budget narrative corresponds to the preliminary budget. The consortium shall provide a brief narrative that explains the details of the budget. This narrative shall be used to explain

any significant change from the previous years' budget or provide an explanation of the items included in the budget categories. It shall also include an explanation of any significant change in member contributions (matching resources) from the previous year and the reason for the change.

Form A Summary - Matching Resource Contribution Summary

Each consortium is required to provide resources to match the funding provided by the Commission. Matching resources may be cash or in-kind and are generally contributions from the membership of the consortium. Form A is used to report these matching resource contributions. The annual program plan shall include a completed Form A summary that is generated from the Statewide Cal-SOAP Database System. The original form A's that are dated and signed by the Consortium Chairperson and the institutional representative shall be retained at project headquarters and made available, upon request, to the Commission. The summary submitted with the annual program plan reflects only pledges; actual contributions are cumulated quarterly by the database and a final total reported at year end. The summary shall include the following information:

- Fiscal year
- Consortium member or non-member contribution amount broken down into cash, and/or unrestricted and restricted in-kind contributions
- Total matching resources for each consortium or non consortium member listed
- Date and signatures of the consortium chairperson and project director

Refer to Chapter III, section 2.0 for the policies and requirements relating to matching funds.

2.5. Program Overview Section

Activity Report

The Activity Report is a tool for the consortium's use in planning the project's activities for the year. The Commission will also use this information as an assessment tool to ensure planned activities are appropriate and promote the goals and objectives of the Cal-SOAP. The annual program plan shall include an Activity Report that is generated from the Statewide Cal-SOAP Database System. Following are the two categories of activities in an activity report.

Advisement: Increasing Information Availability

A primary objective of the Cal-SOAP is to increase the availability of information about access to postsecondary educational opportunities and financial aid resources. The annual program plan shall list the consortium's activities that are designed to meet this objective.

Academic Support: Raising Achievement Levels

A principle objective of the Cal-SOAP is to provide services that help raise the academic achievement levels of eligible students to increase their eligibility to participate in postsecondary education. The consortium shall provide a breakdown of the activities designed to meet this objective.

The information provided for each activity category shall include the data elements and information as outlined in section 8, page 11 of the Statewide Cal-SOAP Database System User's Manual.

Refer to Chapter II, section 6.0 for policies and requirements relating to Cal-SOAP outreach services.

Fiscal Year Calendar of Events

A calendar that shows when the project intends to carry out its planned activities shall be provided. The calendar shall include the month and a description of the activity. This calendar shall provide an overview of the events scheduled for the agreement year and reflect the activities outlined in the activity reports submitted with the APP. Include only planned events on the calendar not administrative functions. The events may include parent meetings, college visits, college fairs, intersegmental events, etc.

Narrative

The program overview section of the annual program plan shall include a narrative that describes the services to be provided and how they are to be delivered. The information shall include the following:

- Any changes anticipated in the program or service area
- Who gets intensive services and how they receive services
- Evaluation criteria that will be used to show the success of the project's activities

2.6. Other Program Requirements Section

The annual program plan shall include information that allows the Commission to determine the project's compliance with the requirements for peer advisors and tutors, secondary school staff involvement, minimizing duplication of services and the maintenance of a database.

Peer Advisors and Tutors

The legislature determined that providing stipends to low income college students who provide the tutoring and advising services of Cal-SOAP, is a cost effective method of increasing access and providing student financial aid. Based on that assertion, the law requires that a minimum of 30%, or the equivalent, of each project's state funded portion of the budget be allocated for stipends to peer advisors and tutors who work with secondary school students, are currently enrolled in a postsecondary school, and have demonstrated financial need. In this section of the annual program plan the consortium shall describe how 30% or the equivalent of the project funding will be allocated for stipends to peer advisors and tutors. It shall include a description on the following:

- How will the student employees be selected
- How will the student employees be trained
- Average number of hours worked
- Pay schedule (hourly rate, frequency)
- How services are provided

Refer to Chapter II, section 4.0 and Chapter III, section 3.0 for the policies and requirements relating to peer advisors and tutors.

Secondary School Staff Involvement

The Cal-SOAP law recognizes that those projects that effectively integrate the objectives of the Cal-SOAP with those of local school districts, best represent the intent of the program to provide services that prepare students for postsecondary education. Therefore, the consortium shall include as part of its annual program plan, a description of how the project's operations effectively integrate the objectives of the Cal-SOAP with those of the local school district(s) in providing services that are essential to preparing students for postsecondary education. The description must include an explanation of how secondary school staff is involved on a daily basis.

Minimizing Duplication of Services

The Cal-SOAP law recognizes that the intersegmental character of the program serves to generate better communication, understanding, and cooperation resulting in an impact enhanced by the collective effort, while minimizing duplication of services in a geographic area. The law requires each project to work cooperatively with other projects in the program and with the Commission to establish viable student services and sound administrative procedures and to ensure coordination of the activities of the project with existing educational opportunity programs. In this section of the annual program plan, the consortium shall describe other outreach efforts operating in the consortium's geographic area. It shall also cite ways in which the consortium works cooperatively with its members and partners to minimize duplication of services.

Cal-SOAP Database

Each project is required to maintain a comprehensive student-specific information system on students receiving services through the Cal-SOAP. Cal-SOAP projects are required to use the database implemented in 2002-03 according to the "Statewide Cal-SOAP Database System User's Manual provided by the Commission. The annual program plan shall include a description of how the project uses the database. The description shall include any policies or processes the project has adopted regarding data management and shall include the following information:

- How data entry is accomplished (scantron, manual entry, etc.) and how often this occurs.
- The number of staff members that are assigned to the Database, and their database responsibilities
- A description of your back-up and database maintenance schedule.
- A description of the ways you use the database, other than to input data and generate reports for the Commission.

Refer to Chapter IV, for policies and requirements relating to the database and data maintenance.

2.7. Application Certification and Authorization Statement Section

The annual program plan is completed by including a certification and authorization statement signed and dated by the Consortium's Chairperson and Project Director. The statement shall certify:

- the validity and accuracy of the information provided
- that the application is submitted with the approval and authorization of the consortium's governing board
- that the consortium agrees to comply with the state rules and regulations governing the program, including compliance with this manual and the provisions of the Cal-SOAP agreement between the consortium and the Commission

The consortium shall use the form provided by the Commission.

3.0. CAL-SOAP Contract

The Cal-SOAP contract is an agreement between the Commission and the consortium for a specific state fiscal year for the purpose of providing services through an approved Cal-SOAP project to eligible students in the project service area as outlined in the annual program plan.

3.1. Term

The term of the contract shall be for one state fiscal year, July 1 to June 30.

3.2. Contract Amount

The contract amount for the fiscal year shall be determined by the Commission based on a review and evaluation of the information submitted by the consortium and any other pertinent information the Commission may have available, including but not limited to compliance audits reports.

3.3. Exhibits

The contract shall address the following:

- Scope of Work
- Budget Detail and Payment Provisions
- General State Contract Terms and Conditions
- Any Special Terms and Conditions
- Any Additional Provisions

3.4. Signatures

The Cal-SOAP contract shall be signed by the Executive Director of the Commission and the Project Director and Chair of the Consortium.

3.5. Scope of Work

The consortium agrees to provide to the Commission the operation of a Cal-SOAP project as described in the consortium's annual program plan.

3.6. Budget Detail and Payment Provisions

The Cal-SOAP contract shall address the following:

- Invoicing and payment (refer to Chapter III, section 5.0)
- Required reports (refer to Chapter IV, section 4.0)
- Budget contingencies (refer to Chapter III, section 4.5)
- Prompt payment (refer to Chapter III, section 5.5)

3.7. General Contract Terms and Conditions

The consortium shall review and become familiar with the general contract terms and conditions as outlined in the GTC 304 document which can be accessed at www.ols.dgs.ca.gov/Standard+language. This document addresses the consortium's responsibilities and the requirements in the following areas:

- **Approval** – work cannot be commenced until both parties have signed the agreement and if required, the agreement has been approved by the Department of General.
- **Amendment** – amendments to an agreement must be made in writing and approved and signed by both parties. Oral understandings are not binding on either party if they are not incorporated into the agreement.
- **Assignment** – the agreement is not assignable without prior written agreement from the State.
- **Audit** – rights of the Department of General Services and Bureau of State Audits to review records and supporting documentation for the performance of the agreement.
- **Indemnification** – indemnifies the Commission and its officers and employees from any and all claims and losses to the consortium, its subcontractors, suppliers etc in connection with the performance of the agreement.
- **Disputes** – requires the Consortium to continue with its responsibilities under the contract during any disputes
- **Termination for Cause** – provides for the Commission to terminate the agreement and relieve it from any payments should the Consortium fail to perform the requirements of the agreement.
- **Independent Contractor** – clarifies the role of the Consortium under the agreement as an independent contractor not as officers or employees of the Commission.
- **Recycling Certification** – requires the Consortium to certify in writing the minimum percentage of recycled content used in the performance of the agreement.
- **Non-Discrimination Clause** – addresses non-discrimination requirements of the Consortium and any subcontractors. Requires nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
- **Certification Clauses** – incorporates the contractor certification clauses contained in the document CCC 304 by reference and makes it a part of the agreement.
- **Timeliness** – establishes that time is of essence in the agreement.

- **Compensation** – provides that the consideration paid to the Consortium as the contractor under the agreement is compensation for all of the Consortium's expenses incurred in the performance of the agreement, including travel, per diem and taxes, unless otherwise expressly provided.
- **Governing Law** – The agreement is governed by and interpreted in accordance with the laws of the State of California.
- **Antitrust Claims** – addresses the requirements applicable when the consortium uses competitive bids for purchase of services or goods.
- **Child Support Compliance Act** – requires the Consortium to comply with the state's child support requirements including wage assignment orders and providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- **Unenforceable Provision** – provides for the enforceability of all of the other provisions of the agreement in the event any provision is found unenforceable.
- **Union Activities** – addresses the applicability to the agreement of Government Code Section 16645 through 16649 relating to union activities.

3.8. Special Terms and Conditions

The Cal-SOAP contract shall address any special terms and conditions. The applicable special terms and conditions to this agreement are as follows:

- **Excise tax -** The State of California is exempt from federal excise taxes, and no payment shall be made for any taxes levied on employees' wages. The State shall pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to the Cal-SOAP contract. California may pay any applicable sales and use tax imposed by another state.

- **Settlement of Contract Disputes -** In the event of a contract or agreement dispute or grievance between the Consortium and the State Contract Manager, the established procedures as outlined in Chapter VIII, section 3.0 shall be followed by both parties.

- **State Liability -** The consortium warrants by execution of the contract, that no person or selling agency has been employed or retained to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide business. For breach or violation of this warranty, the Commission/State shall, in addition to other remedies provided by law, have the right to annul the Cal-SOAP contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- **Potential Subcontractors -** Nothing contained in the contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Consortium of its responsibilities and obligations. The Consortium agrees to be as fully responsible to the Commission/State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consortium. The Consortium's obligation to pay its subcontractors is an independent obligation from the Commission/State's obligation to make payments to the

Consortium. As a result, the Commission/State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractors.

- **Assignment of Contract -** Each subcontractor or assignment approved by the State Contract Manager shall contain a provision prohibiting further assignments to any third party or subsequent tier subcontractor or assignee without additional written approval by the State Contract Manager. The State Contract Manager's consent to one or more such assignments, novations, or subcontracts shall not constitute a waiver of, or diminution of the absolute power to approve each and every subsequent assignment, novation, or subcontract.

- **Proposed Subcontractors -** The consortium shall submit any proposed subcontractors not originally identified in the consortium's project proposal, or any substitution of subcontractors to the Commission for its approval prior to the consortium entering into same.

- **Termination of a Subcontractor -** Upon termination of any subcontractor, the Commission/State shall be notified immediately.

- **Audits on Subcontractors by State Auditor General -** All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment under the contract.

3.9. Additional Contract Provisions

The contract between the Commission and a Cal-SOAP consortium shall address any special or additional contract provisions. Where noted, the consortium shall refer to the chapter and section of this manual for the policies and requirements relating to the subject listed.

- **Equipment** – Chapter III, section 6.0.
- **Force Majeure** – Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure". As used in this section, "Force Majeure" is defined as follows: Acts of war acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.
- **Reimbursement Restrictions** – Chapter III, section 5.8.
- **Travel** – Chapter III, section 7.0.
- **Property Improvements** – payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner.
- **Ownership of Data** – Chapter IV, section 6.1.
- **Copyright** – Chapter IV, section 6.2.
- **Disputes** – Chapter VIII, section 1.0.
- **Notice** – Chapter VIII, section 2.4.
- **Termination** – Chapter VIII, section 2.0.