NOTICE OF AVAILABILITY OF FUNDS

by the Department of Industrial Relations'

Division of Apprenticeship Standards

California Opportunity Youth Apprenticeship (COYA) Grant

Program Year (PY) 2024-2026

Solicitation for Proposals (SFP)



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This publication is issued by the Department of Industrial Relations' Division of Apprenticeship Standards as part of the California Opportunity Youth Apprenticeship Grant totaling up to \$25,000,000 over a two-and-a-half-year period.

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1. Introduction

The California Department of Industrial Relations (DIR) through its Division of Apprenticeship Standards (DAS) announces the availability of \$25,000,000 in funds for the California Opportunity Youth Apprenticeship (COYA) Grant Program Year 2024 - 2026.

The COYA Grant program includes 4 grant types:

- Pre-Apprenticeship Planning Grant (COYA-PP)
 - o Funding amount up to \$300,000
 - Grant duration 1-2 years
- Apprenticeship Planning Grant (COYA-AP)
 - Funding amount up to \$500,000
 - Grant duration 1-2 years
- Pre-Apprenticeship Implementation Grant (COYA-PI)
 - Funding amount \$500,000 to \$2,000,000
 - Grant duration 2.5 years
- Apprenticeship Implementation Grant (COYA-AI)
 - Funding amount \$500,000 to \$2,000,000
 - Grant duration 2.5 years

This document contains general instructions, procedures, formats, and timelines for submitting proposals to DAS. Proposals must be submitted using the format and sequence described in these instructions and address the Solicitation for Proposals (SFP) specifications for the project for which funding is sought.

2. Background

The California Opportunity Youth Apprenticeship (COYA) Grant was established in <u>Senate Bill 191</u> for the purposes of providing funding for existing apprenticeship and pre-apprenticeship programs or to develop new apprenticeship and pre-apprenticeship programs to serve opportunity youth who are disconnected or are at risk of disconnection from systems such as education, employment, housing and more. The COYA Grant Program received \$20 million in FY 2022-2023 and another \$20 million in FY 2023-2024.

The COYA Grant aligns with Governor Newsom's "Freedom to Succeed" Executive Order, which tasks key state education and workforce leaders to develop a Master Plan on Career Education to guide the state's efforts to strengthen career pathways, prioritize hands-on learning and real-life skills, and advance universal access and affordability for all Californians through streamlined collaboration and partnership across government and the private sector. This COYA Grant is a key mechanism to achieve this outcome, specifically with a focus on opportunity youth and connecting them with supported pre-apprenticeships and apprenticeship programs.

This grant seeks to improve access to training and employment opportunities for opportunity youth throughout the state. There are a variety of ways that this grant will allow this to happen, through both pre-apprenticeship and apprenticeship programs and also through new program creation and establishing strong partnerships with existing programs. This grant aims to connect opportunity youth with earn and learn opportunities to propel them into a family sustaining career pathway.

3. Program Overview and Objectives

COYA Grant funding seeks to improve access to training and employment opportunities for opportunity youth across all communities throughout the state, by connecting them with supported pre-apprenticeship and apprenticeship programs. Under the grant, services shall be delivered principally through collaborative, mission-driven, community-based organizations with experience in providing services to, and with relevant relationships with the target population of opportunity youth. Effective programs will have connections with or be implemented directly by education and workforce system partners in order to leverage resources and build bridges to further career and educational opportunities.

3.1. Key Terms

The COYA Grant is specifically to create pathways for opportunity youth into Registered Apprenticeship (RA) and Registered Pre-Apprenticeship (R-PA) programs. Therefore it is important to clearly define a few terms related to DAS Registration that will be referenced throughout:

Registered Apprenticeship Program (RAP)

A Registered Apprenticeship Program is a program approved by DAS and defined in the California Code of Regulations (8 CCR 205(e)) as a comprehensive plan containing, among other things, apprenticeship program standards, committee rules and regulations, related and supplemental instruction course outlines and policy statements for the effective administration of that apprenticeable occupation. An apprenticeship must include both on-the-job training (OJT) in which an apprentice is working, earning a wage and learning on the job; OJT is complemented by related and supplemental instruction (RSI), which is classroom-based instruction tailored to that occupation and aimed at upskilling that apprentice for that occupation.

Registered Pre-Apprenticeship (RP-A)

A Registered Pre-Apprenticeship is a program approved by DAS and described in the California Labor Code 3100 as a program with curriculum and training based on industry standards that is approved by one or more registered apprenticeships approved by DAS that will prepare individuals with the skills and competencies needed to enter one or more registered apprenticeships. A Pre-Apprenticeship program can include hands-on training to individuals in a simulated lab experience or through volunteer opportunities that accurately simulate industry and occupational conditions while observing proper supervision and safety protocols, provided that such experience and opportunities do not supplant or reduce the compensable work of paid employees.

3.2. Sector Focus

The focus of the COYA Grant is on Interagency Advisory Committee on Apprenticeship (IACA) connected programs in sectors such as healthcare, education, advanced manufacturing, information technology, public sector, transportation and more. The grant program does not apply to building and construction trades programs that are within the jurisdiction of the California Apprenticeship Council. See Section 4.2 for more details.

3.3. Program Planning Grants

The planning grants are intended to help create new pre-apprenticeship and apprenticeship programs and to help those mission driven organizations that already have experience working with opportunity youth to bridge their training and employment programs into the registered pre-apprenticeship and apprenticeship system. The objective is to connect opportunity youth into earn and learn opportunities as quickly and as well supported as possible.

The intent is for all planning grants to complete their deliverables within **one year**, however to allow for flexibility in the case of unforeseen challenges, the term for contracting and performance on planning grants is **2 years**.

3.3.1. Pre-Apprenticeship Planning Grant (COYA-PP)

The Pre-Apprenticeship Planning Grant may award **up to \$300,000** per award and must be used to develop a pre-apprenticeship program. While this could be for an entirely new pre-apprenticeship program serving opportunity youth that is linked to an existing registered apprenticeship program, it could also be for an existing workforce training program for opportunity youth that pivots into becoming a pre-apprenticeship and thus creates a formal linkage with a registered apprenticeship program. Most importantly, the planning grant key final deliverable is a registered pre-apprenticeship program with DAS, which meets all the requirements of pre-apprenticeship, including a formal MOU with a registered apprenticeship program.

3.3.2. Apprenticeship Planning Grant (COYA-AP)

The Apprenticeship Planning Grant may award **up to \$500,000 per award** and must be used either to develop a new Register Apprenticeship Program (RAP) serving opportunity youth **OR** to create a formal memorandum of understanding (MOU) with an existing DAS registered RAP that formalizes the relationship between the eligible entity and the RAP, which must include at least the recruitment of opportunity youth into the apprenticeship and also offers supportive services for opportunity youth during the apprenticeship.

3.4. Program Implementation Grants

The COYA Program Implementation Grants are all **2-and-a-half years in duration** and only applicants with an already DAS registered program may apply for these Implementation Grants. The intent of the Implementation Grants is to provide funding to support more opportunity youth -- both to be able to access apprenticeship through supported preapprenticeships and then to be successful in apprenticeships.

The funding range for both categories of Implementation Grants is \$500,000 to \$2,000,000 per award, but the structure of the funding is different in the 2 different implementation grant types.

3.4.1. Pre-Apprenticeship Implementation Grant (COYA-PI)

The Pre-Apprenticeship Implementation Grant funding will go to support effective preapprenticeship programs that have strong linkages to DAS Registered Apprenticeship Programs (RP-A). These RP-A Programs should prioritize recruiting and serving opportunity youth and providing them with supportive services and strategic training that prepares them as quickly as possible to enter into and succeed in an apprenticeship. These RP-A programs can offer paid training and can utilize this funding to cover the cost of an educational stipend for Pre-Apprentices. The funding amount is **up to \$12,000 per participant**, and that is broken down to:

- \$6,000 per pre-apprentice for supportive services, training, recruitment, administrative costs and other allowable expenses.
- up to \$6,000 per pre-apprentice to go towards an educational stipend during preapprenticeship training. 100% of this funding must go to the pre-apprentice. This is NOT a wage supplement since a Pre-Apprenticeship must not have paid OJT. This is as an educational stipend to participants during training.

3.4.2. Apprenticeship Implementation Grant (COYA-AI)

The Apprenticeship Implementation Grant funding will go to programs that are effectively serving opportunity youth to enter into and be successful in apprenticeship programs. The intent of this category of funding is to both support effective RAP programs and allow Community-Based Organizations (CBO) or workforce/educational partner to create a formal partnership with RAPs to recruit participants and offer supportive services to apprentices to increase the likelihood of completion and success. Therefore applicants to this funding must already be a DAS registered apprenticeship program or be a CBO or workforce/educational partner that has a formal MOU with a RAP. The funding is **up to \$10,000 per apprentice** and the focus of that funding should be on the supportive services for opportunity youth apprentices and for expanding a program to serve more opportunity youth.

4. Eligible Applicants

Successful applicants will demonstrate a clear history of serving opportunity youth in education and/or workforce training programs and the ability to facilitate the development, implementation, support and/or expansion of apprenticeship and pre-apprenticeship programs in line with the goals and objectives set forth in this SFP. The goal of this grant is to support opportunity youth in accessing careers that allow for upward economic mobility and connect them with supported pre-apprenticeships and apprenticeship programs to facilitate that earn and learn pathway. As a result, the applicant must demonstrate its ability and capacity to deliver services primarily through collaborative, mission-driven, community-based organizations with experience in providing services to, and with relevant relationships with opportunity youth, consistent with the objectives of the grant program.

The aim is to enhance and/or expand existing collaborations with CBOs or workforce/educational partners and local/regional entities that have a demonstrated history of assisting opportunity youth who are at risk of disconnection or are disconnected from the education system or employment, unhoused, in the child welfare, juvenile justice, or criminal

legal systems, living in concentrated poverty, or are facing barriers to labor market participation.

Eligible Grant applicants must demonstrate a history of at least 2 years of serving opportunity youth in education, employment or workforce programs and have demonstrated successes in supporting opportunity youth to access employment.

The selected recipients are required to be, work in collaboration with, or become through the grant:

- DAS Registered Pre-Apprenticeship Programs or
- DAS Registered Apprenticeship Programs

4.1. Eligible Entities

Given the above outlined experience, eligible entity types include:

- Non-profit Community-Based Organizations
- Workforce Development Boards
- Unions
- Local Education Agencies
 - Community Colleges
 - County offices of education
 - o K-12
 - Adult Education
 - Regional Occupational Programs
 - Regional consortia of community college districts
- Apprenticeship Intermediaries
- Apprenticeship program sponsors

Note: For Profit entities are not eligible for this funding.

4.2. Eligible Sectors

As defined in the enabling legislation for this funding opportunity, SB 191, the eligible sectors for the COYA Grant include:

- IACA Sectors: The focus of the COYA Grant is on Interagency Advisory Committee on Apprenticeship (IACA) connected programs. These are programs that serve occupations across all sectors of the economy except for the building trades. As examples, this includes healthcare, education, advanced manufacturing, information technology, public sector, transportation and more.
- Fire Trades: Programs serving occupations in the fire trades are eligible to apply for this
 funding, however any new apprenticeship programs serving these occupations shall
 meet the conditions specified in subdivision (b) of Labor Code Section 3075 and the
 proposal must be approved by the California Apprenticeship Council (CAC), the council
 established pursuant to Labor Code Section 3070.

However, the eligible sectors do not include:

 Building Trades: Programs serving occupations in the building and construction trades are NOT eligible for this funding. These include the building and construction programs that are within the jurisdiction of the CAC, the council established pursuant to Labor Code Section 3070.

4.3. Target Population

The target population to be served in this grant are opportunity youth, which includes individuals from **16 to 24 years of age** who are at risk of disconnection or are disconnected from the education system or employment, unhoused, in the child welfare, juvenile justice, or criminal legal systems, living in concentrated poverty, or are facing barriers to labor market participation. Opportunity youth include those that face chronic opportunity educational achievement gaps, attend schools in communities of concentrated poverty, or attend high schools with a negative school climate.

All grantees will need to demonstrate that participants are within the eligible age range and obtain proof that a participant meets one of the following criteria:

- Current or formerly foster youth
- Currently or formerly Pell-eligible
- Currently or formerly WIOA Youth or Adult eligible
- Currently or formerly enrolled in a Title I school
- Residing in a high poverty census tract
- Formerly incarcerated
- Youth parent
- Person with disability

5. Funding

The total funding available through this Grant is \$25,000,000. The funding will be allocated across the different categories of this grant. DAS reserves the right to change the award amount depending on the quantity and quality of applications submitted under this SFP. The funds that are provided under this grant award must be expended according to all applicable California statutes, regulations, and policies.

Grants will be awarded for up to 30-month performance periods, depending on the grant type. For example, Program Planning Grants will be awarded for two-year performance periods while Implementation Grants will be awarded for a two-and-a-half-year performance period.

Each submission for funding should be for a particular target occupation. An eligible organization can apply for multiple categories of funding, but should submit separate applications for the different categories of funding.

5.1. Pre-Apprenticeship Planning Grant (COYA-PP)

The Pre-Apprenticeship Planning Grant must be used to develop and register a preapprenticeship program. Applicants must identify a target occupation(s) for which the PreApprenticeship is training for, and a target DAS Registered Apprenticeship program(s) with which the applicant plans to develop a formal Memorandum of Understanding (MOU).

Amount: Up to \$300,000 per award

Term: 1-2 years. The intent is for all planning grants to complete their outcomes and deliverables within **one year**, however to allow for flexibility in the case of unforeseen challenges, the term for contracting and performance on planning grants is **2 years**.

Funding Priorities: Funding priority will be given to organizations that have not directly received a California Apprenticeship Initiative (CAI) grant for the occupation for which they are applying in the COYA Grant.

Allowable use of Funds:

- Staffing and administration for program planning
- In-state travel for meetings
- Curriculum development
- Instructor training
- Staff development
- Mentor/manager training
- Administrative overhead are limited to 10% of the grant award this includes costs such as administration and executive team salaries.

Under no circumstances shall these funds be utilized for:

- Food and Beverage costs
- Lobbying costs
- Pre-Apprentice or Apprentice Wages

Final Deliverable: The planning grant key final deliverable is a registered pre-apprenticeship program with DAS, which meets all the requirements of pre-apprenticeship, including a formal MOU with a registered apprenticeship program. In addition, the final deliverable should include a program implementation and funding sustainability plan.

5.2. Apprenticeship Planning Grant (COYA-AP)

This funding must be used either to develop either:

- a new Register Apprenticeship Program (RAP) serving opportunity youth OR
- a formal memorandum of understanding (MOU) with an existing DAS registered RAP that formalizes the relationship, which must include at least the recruitment of opportunity youth into the apprenticeship and also offers supportive services for opportunity youth during the apprenticeship.

For applicants seeking to start a new program, the proposal will need to identify an occupation and employer/employer group who wants to hire apprentices, along with a letter of interest or support from an employer or multiple employers.

For applicants seeking to partner with a DAS registered apprenticeship program, the proposal will need to identify the DAS registered program and occupation, but do not yet need a letter of support – since that will be developed through the grant.

Amount: Up to \$500,000 per award.

Term: 1-2 years. The intent is for all planning grants to complete their outcomes and deliverables within **one year**, however to allow for flexibility in the case of unforeseen challenges, the term for contracting and performance on planning grants is **2 years**.

Funding Priorities: Funding priority will be given to organizations that have not directly received a California Apprenticeship Initiative (CAI) grant for the occupation for which they are applying in the COYA Grant Program.

Allowable use of Funds:

- Staffing and administration for program planning
- In-state travel for meetings
- Curriculum development
- Instructor training
- Staff development
- Mentor/manager training
- Administrative overhead is limited to 10% of the grant award which includes costs such as administration and executive team salaries.

Under no circumstances shall these funds be utilized for:

- Food and Beverage costs
- Lobbying costs
- Pre-Apprentice or Apprentice Wages

Final Deliverables:

If the intent of the apprenticeship planning grant is to develop a new RAP serving opportunity youth, then the final deliverable is the registration of the program with DAS. Ideally, the new program's design should integrate related and supplemental instruction with a linkage to higher education system such that apprentices can be building their education portfolio while going through an apprenticeship.

If the intent of the apprenticeship planning grant is the partnership with an existing RAP for sourcing and supportive services of/for opportunity youth, then the final deliverable is the formal MOU which specifies exactly how the eligible entity is helping to recruit opportunity youth and also providing supportive services to opportunity youth apprentices during their apprenticeship.

In all cases, the final deliverable should also include a program implementation and funding sustainability plan.

5.3. Pre-Apprenticeship Implementation Grant (COYA-PI)

The Pre-Apprenticeship Implementation grant aims to support effective pre-apprenticeship programs that have strong linkages to RAPs and prioritize supportive services for and recruitment of opportunity youth and can offer educational stipends to allow for paid training.

The Pre-Apprenticeship program must meet the following requirements;

- Registered with the DAS.
- Provide a Memorandum of Understanding (MOU) linkage with a DAS registered apprenticeship program.
- Program length cannot exceed six (6) months.
- Program should not have any paid On-The-Job Training (OJT) as part of their program.

Amount: \$500,000 - \$2,000,000. The award amount is up to \$12,000 per DAS registered preapprentice participant served. Therefore, the minimum projected number of participants served is 42 participants.

Term: Two-and-a-half years - 30-month performance period.

Funding Priority: Funding priority will be given to primary applicants that have not already directly received a CA Apprenticeship Initiative (CAI) Grant for the occupation for which they are applying in the COYA Grant Program.

Allowable use of Funds:

The award amount is up to \$12,000 per DAS registered pre-apprentice participant served. This funding breaks down into two parts:

- <u>Educational Stipend</u>: Up to \$6,000 of the per participant funding can be used as an educational stipend to the pre-apprentices. Applicants must articulate their plan with the educational stipend, which can be up to \$6,000 per pre-apprentice, however 100% of this funding must go to the pre-apprentices. The pre-apprenticeship program must articulate how the stipend will be fairly distributed over the duration of pre-apprenticeship program and align with completion.
- <u>Program Costs:</u> The program can only apply for \$6,000 of per participant funding to cover program costs. Allowable program costs include:
 - Marketing of program to employers
 - Recruitment of opportunity youth
 - Employer mentor training
 - Staffing for administering the program
 - Data and reporting costs, both staffing and software
 - Supportive Services:
 - Transportation
 - Equipment and tools including laptops, tablets and software along with other industry connected tools
 - Internet connection services

- Emergency housing
- Mental Health Services
- Mentoring
- Coaching including life coaching, interview coaching
- Work clothing
- Legal support for participants
- Staffing for case management
- Instructional costs
 - Curriculum development
 - Certification costs
 - Instructor salaries
 - Instructor training
 - Learning materials
- Administrative overhead costs are limited to 10% of the grant award this includes costs such as administration and executive team salaries.

Under no circumstances shall these funds be utilized for:

- Food and Beverage costs
- Lobbying costs
- Pre-Apprentice or Apprentice Wages

Since the Pre-Apprenticeship program cannot have any paid On-The-Job Training (OJT) as part of their program, the stipend cannot be used as wages, but is instead an educational stipend during training.

Deliverables:

At the grant midpoint, 15 months into the two-and-a-half-year grant performance period, the Pre-Apprenticeship Implementation grantee for the Pre-Apprenticeship program should demonstrate at least one or both of the following:

- That the certain number of guaranteed spots indicated within the RAP's MOU were fulfilled
- That sixty percent (60%) of pre-apprentices have been placed in a DAS registered apprenticeship program.

If the grantee fails to meet one or both of the above conditions, the second half of the grant awarded may be withheld.

5.4. Apprenticeship Implementation Grant (COYA-AI)

The Apprenticeship Implementation Grant aims to support opportunity youth in apprenticeship programs, and therefore has a significant focus on the supportive services for opportunity youth apprentices.

The applicant to this grant category must be either one of the following:

A DAS RAP that targets opportunity youth

 Community Based Organizations (CBOs) non-profit or eligible workforce/educational organization with a MOU with a DAS RAP for recruitment of and supportive services for opportunity youth apprentices.

Amount: \$500,000 - \$2,000,000. The award amount is up to \$10,000 per DAS registered apprentice. Therefore, the minimum projected number of participants served is 50 participants.

Term: Two-and-a-half years - 30-month performance period.

Braiding funding:

- It is expected that any RAP will be leveraging Apprenticeship Innovation Funding (AIF)-Support funding in addition to COYA Grant Funding
- It is also expected that RAP will utilize Related and Supplemental Instruction (RSI) funding, AIF-Training funding or Full Time Equivalent Student (FTES) funding as applicable to cover training costs and that COYA funding would supplement, not supplant that funding.
- Funding priority will be given to primary applicants that have not already directly received a CA Apprenticeship Initiative (CAI) Grant for the occupation for which they are applying in the COYA Grant Program.

Allowable use of Funds:

- Supportive Services:
 - Transportation
 - Equipment and tools including laptops, tablets and software along with other industry connected tools
 - Internet connection services
 - Emergency housing
 - Mental Health Services
 - Mentoring
 - Coaching including life coaching, interview coaching
 - Work clothing
 - Legal support for participants
 - Staffing for case management
- Instructional costs
 - Curriculum development
 - Certification costs
 - Instructor salaries
 - Instructor training
 - Learning materials
- Marketing of program to employers
- Recruitment of opportunity youth
- Employer mentor training
- Employer incentives to cover employers costs related to the apprenticeship program such as equipment, mentor training and workers' compensation insurance premiums but NOT including apprentice wages.
- Staffing for administering the program

- o Data and reporting costs, both staffing and software
- Administrative overhead costs are limited to 10% of the grant award this includes costs such as administration and executive team salaries.

Under no circumstances shall these funds be utilized for:

- Food and Beverage costs
- Lobbying costs
- Pre-Apprentice or Apprentice Wages

Funding priority will be given to those applicants that utilize more of the funding for supportive services in their proposal.

5.5. Funding Terms

5.5.1. Payment Schedule

25% of the total grant amount will be paid with the approved first quarter progress report. Then there will be quarterly reimbursement thereafter contingent upon approved progress reports and the reimbursement of actual costs, which cannot commence until the contract is fully executed. The final 25% of expenses must be reported but will not be reimbursed since they are paid in the first quarter.

5.5.2. Cost Terms

General principles regarding costs and expenses for all categories of funding: Costs must meet the following general criteria to be allowable:

- Must be necessary and reasonable for the performance of the grant award, and allocable the grant award.
- Must be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.
- Must be adequately documented.
- Must be allowable under, or otherwise comply with, grant requirements and grant award terms and conditions See Section 5.1-5.4
- Must be in compliance with applicable state laws and requirements.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant award.
- The requirements of the grant and the terms and conditions of the grant award. (See Appendix 1 for Sample Agreement Terms and Conditions)
- Market prices for comparable goods or services for the geographic area.
- Whether the recipient deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the award's cost.

A cost is allocable to the grant award if the cost is incurred specifically for the award. If the cost benefits both award and non-award activities, the proportion that may be approximated using reasonable and properly documented methods may be charged to the grant award if approved by DIR.

5.5.3. Performance Period

The performance period for participating grantees funded under the COYA Grant will commence with a fully executed contract, which DAS estimates to be July 2024. The performance period will be based on the type of grant being awarded, but is expected to be a maximum performance period of July 2024 – December 2026. No obligation or commitment of funds will be allowed before or beyond the grant period of performance. Any grant funds not expended during the grant agreement period shall be returned to DAS no later than May 31, 2027. No extensions will be granted for this funding.

6. Reporting

All reporting requirements must be fulfilled through the DAS reporting systems. All grantees must have access to and the capacity to register apprentices and pre-apprentices under the grant in the required State online reporting systems – the California Apprenticeship System (CAS). Grantees will be expected to provide **quarterly** reports on progress towards agreed upon and contracted outcomes during the COYA grant performance period, in addition to a final report at the end of the grant period as contracted.

The COYA grant has an explicit focus on equity and aims to ensure that race, income, geography, gender, citizenship status, ability, and other demographics and student characteristics no longer predict the outcomes of California's youth. To measure success towards that goal, the grantee's program will require the following reporting.

All grantees will, at a minimum, need to report quarterly on:

- Narrative progress towards agreed upon outcomes
- Fiscal report with use of funds, along with remaining unutilized funds
- Participants served through grant funding (See Section 6.1)

The grantee must have the capability to report projected activities, participant, and outcome data to the DAS, in a manner that is timely, thorough, and accurate. The grantee will be required to use the DAS CAS system and any other excel or other reporting mechanism provided by DAS for reporting participant data collected. Additional reporting information, requirements and instructions shall be provided to grantees once awarded.

6.1. Participant reporting

Participant reporting will need to include all required demographic information included in DAS Registration along with demonstrating how the participants are within the grant's target population.

All participants served must be age 16-24 at the start of the pre-apprenticeship or apprenticeship. The participants served cannot start before the beginning of the performance period of the grant.

Grantees must obtain proof that a participant meets one of the following criteria:

- Current or formerly foster youth
- Currently or formerly Pell-eligible
- Currently or formerly WIOA Youth or Adult eligible
- Currently or formerly enrolled in a Title 1 school
- Residing in a high poverty census tract
- Formerly incarcerated
- Youth parent
- Person with disability

7. Key Dates

Application Timeline:

- February 5, 2024.....SFP Release
- February 15, 2024.....Informational teleconference
- February 23, 2024.....Last date to email questions to DAS
- March 1, 2024.....Notice of Intent due
- March 7, 2024.....FAQ Teleconference
- March 8, 2024.....Last date for DAS to respond to questions
- March 15, 2024......Proposals Due
- March 15 April 5, 2024....Estimated Proposal Review and Evaluation
- April 5, 2024......Estimated Award Announcement
- July 1, 2024.....Estimated Project start date

DAS will hold an informational teleconference for this SFP solicitation via a webinar on February 15, 2024 at 11am to review application requirements and answer questions received to date regarding this SFP. For meeting information, visit the DAS COYA Website [https://www.dir.ca.gov/DAS/Grants/California-Youth-Apprenticeship-Grant.html]. Attendance at the informational teleconference is optional and will not preclude the acceptance of a submission.

Last day to email questions to DAS at DASGrantUnit@dir.ca.gov is on February 23, 2024 at 5pm PST. The questions and answers will be compiled and posted on the DAS website.

Notice of Intent to apply should be emailed to DASGrantUnit@dir.ca.gov by March 1, 2024. In the email please identify the lead organization and the category of funding that the organization intends to apply for. A simple email is sufficient and helpful in the evaluation planning process. The Notice of Intent is optional and will not preclude the acceptance of a submission.

8. Application Process

In order to submit a proposal for the COYA Grant, applicants must fill out and submit all required attachments in the designated formats as outlined below and email them to DASGrantUnit@dir.ca.gov by March 15, 2024 at 5pm PST:

- Exhibit A Cover sheet
- Exhibit B Project Narrative
- Exhibit C Outcomes and Deliverables
- Exhibit D Participant Plan (only required for Implementation Grant categories)
- Exhibit E Budget Summary
- Exhibit F Budget Narrative
- Standard Form 204
- Additional Letters of Support or MOUs as applicable

9. Proposal Evaluation

DAS will evaluate proposals in alignment with the objectives and requirements outlined throughout this SFP. In the evaluation process, proposals can receive up to 100 points. All proposals will be evaluated according to the criteria and possible points outlined below:

- 50 points Organizational Capacity and Program Design The proposal will need to meet important eligibility in addition to articulating program design. This section will assess the organization's capacity for implementation and that the program design aligns with the goals put forth in this SFP. Points for each category break down to:
 - 5 points Eligible entity If the primary applicant is not an eligible entity, then they cannot receive any points for the Organizational Capacity and Program Design Sections
 - 25 points Experience serving opportunity youth in education, employment or workforce programs
 - o 20 points Eligible program structure
 - 10 points Program serving opportunity youth
- 25 points **Budget and Use of Funds** The breakdown will vary slightly dependent on the grant category
 - Pre-Apprenticeship Planning Grant (COYA-PP) and Apprenticeship Planning Grant (COYA-AP)
 - 10 points for entities that have NOT received a CAI.
 - 15 points for effective and eligible use of funds.
 - Pre-Apprenticeship Implementation Grant (COYA-PI)
 - 5 points for effective and eligible use of funds.
 - 5 points for correct funding structure (see Section 5.3).
 - 5 points for significant allocation of funding to supportive services.
 - 10 points for entities that have NOT received a CAI Grant
 - Apprenticeship Implementation Grant (CYOA-AI)
 - 5 points for effective and eligible use of funds.
 - 5 points for using less than 10% of funds for employer incentives.
 - 10 points for significant allocation of funding to supportive services.

- 5 points for entities that have NOT received a CAI Grant.
- 25 Points Impact and Feasibility the level and feasibility of proposed impact of the program on opportunity youth employment outcomes
 - This will be evaluated based on an overall review of the proposal, including the number of participants proposed to be served or projected outcomes, demonstrated experience effectively supporting opportunity youth in placement into employment, and overall feasibility of proposed outcomes.

10. Grant Clarification and Cost of Developing Application

If any ambiguity, conflict, discrepancy, omission, or other error in this Grant is discovered, immediately notify the DAS of the error, and request a written modification or clarification of the document. A clarifying addendum will be posted to the DAS website without divulging the source of the request. Insofar as practical, DAS will give such notice to other interested parties, but DAS shall not be responsible for failure to do so.

Written questions concerning the specifications in this SFP must be submitted by email to DASGrantUnit@dir.ca.gov.

The applicant is responsible for the cost of developing an application, which cannot be charged to the State. In addition, DAS is not liable for any costs incurred as a result of withdrawing a proposed award or canceling the SFP.

11. Amendments, Cancellations, and Discussions

DAS reserves the right to amend or cancel this SFP; accept or reject any and all proposals, in whole or in part, received in response to this SFP; to waive or permit cure of minor irregularities; and to conduct discussions with all qualified or potentially qualified Applicants in any manner necessary to serve the best interests of the State of California. DAS reserves the right to provisionally award proposals, subject to revisions to any aspect of the proposal. DAS also reserves the right, in its sole discretion, to grant an award based upon the written proposals received without prior discussions or negotiations.

12. Glossary of Terms:

IACA - The Interagency Advisory Committee on Apprenticeship (IACA) provides advice and guidance to the Division of Apprenticeship Standards (DAS) on apprenticeship, preapprenticeship and on-the-job training programs outside the building and construction trades and firefighters.

CAC - The California Apprenticeship Council (CAC) issues rules and regulations which establish standards for equal opportunity access, minimum wages, maximum hours, and working conditions for apprenticeship, pre-apprenticeship and on-the-job training programs in the building and construction trades and for firefighter occupations.

Registered Apprenticeship Program (RAP)

A Registered Apprenticeship Program is a program approved by DAS and defined in the California Code of Regulations (8 CCR 205(e)) as a comprehensive plan containing, among other things, apprenticeship program standards, committee rules and regulations, related and supplemental instruction course outlines and policy statements for the effective administration of that apprenticeable occupation. An apprenticeship must include both on-the-job training (OJT) in which an apprentice is working, earning a wage and learning on the job; OJT is complemented by related and supplemental instruction (RSI), which is classroom-based instruction tailored to that occupation and aimed at upskilling that apprentice for that occupation.

Registered Pre-Apprenticeship (RP-A)

A Registered Pre-Apprenticeship is a program approved by DAS and described in the <u>California Labor Code 3100</u> as a program with curriculum and training based on industry standards that is approved by one or more registered apprenticeships approved by DAS that will prepare individuals with the skills and competencies needed to enter one or more registered apprenticeships. A Pre-Apprenticeship program can include hands-on training to individuals in a simulated lab experience or through volunteer opportunities that accurately simulate industry and occupational conditions while observing proper supervision and safety protocols, provided that such experience and opportunities do not supplant or reduce the compensable work of paid employees.

Appendix 1 – Sample Agreement Terms and Conditions

The following are some of the terms and conditions that will be included in the final grant agreement. These terms do not represent all of the requirements in the final grant agreement, but all of the following terms will, at a minimum, be included in the grant agreement in a substantially similar form.

- <u>APPROVAL</u>: This Grant Agreement is of no force or effect until signed by both parties. The Grantee may not invoice for activities performed prior to the commencement date or completed after the termination date of this Grant Agreement.
- 2. <u>AMENDMENT</u>: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 3. <u>ASSIGNMENT</u>: This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Department of Industrial Relations (DIR) Director, Division of Apprenticeship Standards (DAS) Chief, or authorized designee in the form of a formal written amendment.
- 4. <u>AUDIT</u>: The Grantee 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 Grantee 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 Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, Section 1896).
- 5. <u>INDEMNIFICATION</u>: The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.
- 6. <u>DISPUTES</u>: The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the DAS Chief, DAS Liaison, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the DAS Chief, DAS Liaison, or designee must meet with the Grantee for the purpose of resolving the dispute.

- 7. <u>SUSPENSION OF PAYMENTS:</u> Grant fund payments under this Grant Agreement may be suspended or terminated if DIR/DAS determines that the Grantee has not complied with the terms of the Grant Agreement.
- 8. <u>TERMINATION FOR CAUSE</u>: DIR/DAS may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. The Grantee will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, DAS shall reimburse the Grantee for all documented costs incurred up to the date of termination.
- i. DIR/DAS may take any termination for cause into consideration during evaluation of any grant proposal submitted by the Grantee in the future. Furthermore, any termination for cause may be considered a basis for imposing additional conditions on a grant awarded by DIR/DAS in the future.
- ii. In the event the Grantee commits fraud or makes any misrepresentation during the performance of the grant, DIR/DAS reserves the right to terminate the grant accordingly, including the right to recapture all funds disbursed to the Grantee. DIR/DAS may also take other action as authorized by law, including but not limited to action under Labor Code sections 3073.1 and 3084.5.
- 9. <u>INDEPENDENT CONTRACTOR</u>: The Grantee, and the agents and employees of the Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of DIR/DAS. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from DIR/DAS's obligation to make payments to the Grantee. All of the Grantee's Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Grant Agreement.
- 10. <u>GRANTEE'S RESPONSIBILITY FOR WORK</u>: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, consultants, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 11. <u>NO THIRD PARTY RIGHTS</u>: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

- 12. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>: The Grantee agrees that it will, at all times, comply with and require its Contractors/Consultants to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements during the term of this Grant Agreement. It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Grant Agreement and the project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.
- 13. <u>CONFLICT OF INTEREST</u>: Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 14. <u>NON-DISCRIMINATION CLAUSE</u>: During the performance of this Grant Agreement, the Grantee and its subgrantees shall not deny the Grant Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- i. The Grantee must ensure sure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The Grantee and subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- ii. The Grantee must permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- iii. The Grantee and its subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- iv. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- 15. <u>PUBLICITY AND ACKNOWLEDGMENT</u>: The Grantee agrees that it will acknowledge DIR/DAS's support whenever projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material.

- i. The Grantee agrees to notify DIR's External Affairs Office in writing at least two (2) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the project described in the Grant Agreement Scope of Work, Budget, or other exhibits. The Grantee further agrees it will collaborate with DIR's External Affairs Office with respect to publicity in any news media. Use of DIR's or DAS's logo must be approved by DIR/DAS and comply with DIR's Branding Guide, a copy of which is available upon request from DIR's External Affairs Office.
- 16. <u>REPORTING REQUIREMENTS:</u> The Grantee agrees to comply with all reporting requirements specified in Scope of Work or other exhibits, if applicable.
- 17. <u>FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS</u>: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable law or this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
- 18. <u>OWNERSHIP</u>: All information or data received or generated by the Grantee under this Grant Agreement shall become the property of DIR. No information or data received or generated under this Grant Agreement shall be released without DIR approval.
- 19. <u>PERSONALLY IDENTIFIABLE INFORMATION</u>: Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
- 20. <u>CONFIDENTIALITY</u>: No record which has been designated as confidential by DIR, shall be disclosed by the Grantee. If confidential information is shared by DIR, the Grantee shall be required to execute an agreement that complies with State law or policy, including State Administrative Manual section 5305.8.
- 21. <u>TIMELINESS</u>: Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete the project in an expeditious manner.
- 22. <u>AVAILABILITY OF FUNDS</u>: DIR's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other additional consideration under this Grant Agreement.

- 23. <u>CLOSEOUT:</u> The Grant Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.
- 24. <u>EVALUATION</u>: The Grantee agrees to participate in an evaluation, if undertaken by the State. If a statewide evaluation takes place, the Grantee will be required to participate in that evaluation by providing requested data and information. For the evaluation, the Grantee must document lessons learned and effective practices ascertained through this project. The Grantee agrees, as a part of the evaluation, to make records available, provide access to program operating personnel and participants, follow evaluation procedures detailed by the State, and comply with any other reasonable requests to effectuate the purposes of the evaluation.
- 25. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. DIR and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 26. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.
- 27. WAIVER OF RIGHTS: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 28. <u>INTEGRATION</u>: The Grant Agreement, including all its exhibits and any other attachments incorporated into the Grant Agreement by reference, is complete and is the final Agreement between the parties.
- 29. <u>ORDER OF PRECEDENCE</u>: In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this grant agreement, the following order of precedence shall apply:
 - Grant Agreement Cover Sheet
 - Grant Terms and Conditions
 - Statement of Work
 - All other attachments incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement cover sheet
- 30. <u>EXCUTIVE ORDER N-6-22 RUSSIA SANCTIONS</u>: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as

any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.