

**THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

**Board of Governor's, California Community Colleges
Chancellor's Office - 6870**

DISTRICT USE ONLY

District (Grantee): Chabot-Las Positas CCD

College: N/A

Contract (Grant) Agreement

BOG-CCCCO USE ONLY

Workforce and Economic Development Division

Grant Agreement No.: 17 - 205 - 001

Strong Workforce Program Fiscal Agent

Funding Year
(Enactment Year)

2017-18 Total Amount Encumbered : \$ 12,400,000

RFA # 17 - 205 Articles I - Revised: 11 2017
Articles II - Revised: 05 2014

This grant is made and entered into, by and between, the Board of Governor's, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (listed above), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from January 18, 2018 to December 31, 2019. The Final Report must be submitted within 30 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

GRANTEE

Project Director: Julia Dozier

Total Grant Funds Requested: \$ 12,400,000

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:

District Address: 7600 Dublin Blvd, Third Floor
Dublin, CA 95811-6539

Lorenzo Legaspi, Vice Chancellor, Business Services

STATE OF CALIFORNIA

Project Monitor:

Agency Address: 1102 Q Street, Suite 4400
Sacramento, CA 95811-6539

Bus. Unit	Ref No	Fund	FI\$Cal Prgm	SubTask	Index	Object	Chapter	Statute	Funding Year (Enactment Year)	Amount
6870	- 101	- 0001	- 5675119	- 205	- 3235	- 5432000	14	<u>2017</u>	<u>2017-18</u>	\$ <u>12,400,000</u>
6870	-	-	-	-	-	-	-	-	-	-

Total Amount Encumbered : \$ 12,400,000

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:

Paul Feist, Vice Chancellor

APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

The Economic and Workforce Development Program

Fiscal Agent for the Strong Workforce Statewide Fiscal Omnibus

Program-Specific Legal Terms and Conditions
Effective July 18, 2016

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges Chancellor's Office (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by February 28, 2017. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

2. Feedback Process

The Grantee shall participate fully in the Chancellor's Office feedback process. The results of this feedback process will be used to assess the performance of the grantee and can include information in whatever form and from any or all stakeholders identified by the Chancellor's Office. Failure to participate in any aspect on this process may result in the early termination of the grant in accordance to Article II, provision 22 (b). The CCCCO anticipates the feedback process will likely be a 360 Degree Process.

3. Role of Supervisor-of-Record

In consideration of satisfactory performance of the services and objectives described in the Grantee's application, the grantee application shall identify a "Supervisor-of-Record". The Supervisor-of-Record shall, in order for the Grantee to be deemed performing satisfactorily, perform and ensure the following:

- Adherence to all provisions in Articles I and II;
- In the cases of Deputy Sector Navigator grants, all required minimum qualifications are met;
- Assure and provide documentation demonstrating, when requested by the Chancellor's Office, that all Key Talent including Deputy Sector Navigators, Sector Navigators, Regional Consortia Chairs, and Technical Assistance Providers are employed full-time (100%) exclusively to perform the duties and activities specific to this grant.
- Key Talent is on-boarded regarding the Chancellor's Office expectations in performance of this grant.
- In keeping with Article II, provision 16, for grants intended to serve a region specified by the Chancellor's Office, regular consultation with the colleges in the specified region, or a consortium representing those colleges, to ensure the grant is conducted in a manner that reflects the needs of the colleges to accomplish objectives consistent with this regional grant; and
- The Grantee's key talent, and other necessary personnel, participates in the Chancellor's Office Feedback Process. Participation includes, in consultation with the Chancellor's Office, the development of a process that addresses improvements needed in the performance of the grant, as identified in the eventual feedback process.

4. Budget Changes

- Grant recipient(s) may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Adding or deleting budget categories are subject to the prior approval of the Project Monitor.

- Prior approval for these additions and/or deletions is made through the Chancellor's Office on-line quarterly reporting system. Once the requested change is approved, the affected quarterly budget will be updated electronically.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected.

5. Application Amendment Requests

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

6. Reporting

a. Economic and Workforce Development Program

The Recipient shall prepare and submit to the Division of Workforce and Economic Development quarterly Year-to-Date Expenditure and Progress Reports.

These reports are due on or before the following dates:

- 1st Quarter January 25, 2017
- 2nd Quarter April 25, 2017
- 3th Quarter July 25, 2017
- 4th Quarter October 25, 2017
- 5th Quarter January 25, 2018
- Final Report February 28, 2018

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline**. Extensions of reporting deadlines require written approval of the Project Monitor.

The Final Performance and Expenditure Report must be received by the Division of Workforce and Economic Development no later than February 28, 2018 of the Grant Agreement performance term.

7. The Chancellor's Office reserves the right to evaluate a grantees' performance as follows:
 - Ability to affect Student Momentum Points and Leading Indicators of Curriculum Alignment to Labor Market Needs;
 - Feedback from Quality of Service Measures using a CCCCCO-provided evaluation instrument; and,
 - The results of an evaluation conducted by the Chancellor's Officer with the input and recommendations from stakeholders as determined by the Chancellor's office

8. In addition to section 7 of Article II, in regards to Technical Assistance Provider sub-grants, grantees may change the Project Director or other key personnel but must notify the Chancellor's Office of a Key Talent vacancy and a timeline of when to position will be filled within five (5) days. Before a new Key Talent is hired the Grantee shall await approval of the Chancellor's Office to verify the candidate meets minimum qualifications The Grantee is required to ensure and hire only Key Talent with stipulated Minimum Qualifications. The Chancellor's Office reserved the right to withhold the continuation or awarding of a grant if it determines the proposed Key talent does not meet the Minimum Qualifications.

9. In the event a Grantee is required to hire a new Key Talent staff person during the term of the grant, the Workforce and Economic Development Division reserve the right to delegate a representative for the Chancellor's Office to serve on the hiring committee for the Key Talent position.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond

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the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

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 remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and 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.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement 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.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, 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, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

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- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. 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, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

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- d. Avoidance of Conflicts of Economic Interests.
1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the 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 Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

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- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant

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Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

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- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering

into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

Article II-Standard Legal Terms and Conditions

- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. **Termination Option.** Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. **Event of Breach.** In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee.

Article II-Standard Legal Terms and Conditions

In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

- c. **Gratuities.** The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-

Article II-Standard Legal Terms and Conditions

insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable

Article II-Standard Legal Terms and Conditions

credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing

Article II-Standard Legal Terms and Conditions

Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:

Article II-Standard Legal Terms and Conditions

1. Receive a copy of the Grantee's drug-free policy statement; and,
2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with 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. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

Article II-Standard Legal Terms and Conditions

3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration 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 this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for

Article II-Standard Legal Terms and Conditions

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

581070

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 11
 Objective 11: Innovate and scale projects-in-common that advance sector strategies, including attainment of industry-recognized credentials and supporting faculty in the development of stackable credentials along a career/guided pathway.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
11.1	Consult with Project Monitor to encourage internal discussion about requirements for industry-recognized credentials and sector strategies.	Create project plan, use past experience to gauge outcomes and efficiencies of prior vendors	Oct. 2017	Project Monitor Julia Dozier
11.2	Contact vendor/subcontractor(s) to request scope of work for the project, including timelines, expenses, expected outcomes.	Understand what will be delivered by subcontractors	Nov 2017-Jan 2019	Fiscal & Contr. Coord. Julia Dozier
11.3	Receive direction from Project Monitor and Fiscal Coordinator	Hire subcontractors for project		Danita Romero

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

301070

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 11
 Objective 11: Innovate and scale projects-in-common that advance sector strategies, including attainment of industry-recognized credentials and supporting faculty in the development of stackable credentials along a career/guided pathway.

Responsible Person(s)	Timelines	Performance Outcomes	Activities
Maurino Albeneyh	Nov 2017-Jan 2019	Time subcontractors for project.	as to which subcontractors to be retained

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

561076

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 11

Objective 11: Innovate and scale projects-in-common that advance sector strategies, including attainment of industry-recognized credentials and supporting faculty in the development of stackable credentials along a career/guided pathway.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
11.4	Review invoices, forward to Fiscal Coordinator to obtain approval. Pay invoices, answer questions as necessary.	Confirm work is within guidelines and on budget, receive evaluations and reports of industry-recognized credentials and sector strategies.	Jan. 2018-Feb. 2019	Danita Romero
11.5				

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

381070

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
12.1	Consult with Project Monitor to encourage internal discussion about needs for the developing and creating technology platforms.	Create project plan, use past experience to gauge outcomes and efficiencies of prior vendors	Dec 2017	Project Monitor Julia Dozier
12.2	Contact vendor/subcontractor(s) to request scope of work for the project, including timelines, expenses, expected outcomes.	Shared understanding of products and services and delivery schedule.	Feb 2018	Fiscal & Contr. Coord. Julia Dozier
12.3	Receive direction from Project Monitor and Fiscal Coordinator as to which subcontractor to be retained and contract	Hire subcontractor for project		Danita Romero

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

Career Technical Education Pathways Program - FY 2016

561070

DISTRICT: Chabot-Las Positas CCD

COLLEGE: N/A

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 12

Objective 12: Support student success and workforce outcomes through integrated planning technology platforms across multiple funding streams that tie together student outcomes, work plans, and quarterly reporting processes.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	AS TO WITHIN SUBCONTRACTOR TO BE RETAINED, SEND CONTRACTING paperwork.	None subcontractor not project.	Mar 2018	Maurino Albenelyh

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

3281070

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
Objective: <u>12</u>	Objective 12: Support student success and workforce outcomes through integrated planning technology platforms across multiple funding streams that tie together student outcomes, work plans, and quarterly reporting processes.			
12.4	Review invoices, forward to Fiscal and Contracting Coordinator to obtain approval. Pay invoices, answer questions as necessary.	Confirm work is within guidelines and on budget, obtain innovative policies, practices and services to disseminate.	April 2018-Feb. 2019	Danita Romero

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

591070

RFA NUMBER: 17 205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 13
 Objective 13: Improve upon existing data tools for career pathway programs development to improve the student journey towards completion and workforce success.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
13.1	Consult with Project Monitor to encourage internal discussion about needs for the research, evaluation and technical assistance for data tools for career pathway program development	Create project plan, use past experience to gauge outcomes and efficiencies of prior vendors	Feb 2018	Project Monitor Julia Dozier
13.2	Contact vendor/subcontractor(s) to request scope of work for the project, including timelines, expenses, expected outcomes.	Understand what will be delivered by subcontractor	Nov-Dec 2017	Fiscal & Contr. Coord. Julia Dozier
13.3	Receive direction from Project Monitor and Fiscal and Contracting Coordinator as to which subcontractor to hire	Hire subcontractor for project		Danita Romero

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

564070

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: <u>13</u>				
Objective 13: Improve upon existing data tools for career pathway programs development to improve the student journey towards completion and workforce success.				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.03	Contracting Coordinator as to which subcontractor to be retained		Jan 2018	Maurino Albeneyh

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

Career Technical Education Pathways Program - FY 2016
 S64070

DISTRICT: Chabot-Las Positas CCD

COLLEGE: N/A

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 13
 Objective 13: Improve upon existing data tools for career pathway programs development to improve the student journey towards completion and workforce success.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
13.4	Review invoices, forward to Fiscal Coordinator to obtain approval. Pay invoices, answer questions as necessary.	Confirm work is within guidelines and on budget, receive reports and white papers on effective policies, practices and partnerships.	Jan 2018-Feb 2019	Danita Romero

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

581670

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 14

Objective 14: Develop new and expand existing regional projects-in-common identified under the Strong Workforce.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
14.1	Work with Project Monitor to establish project plan for engagement with regional coalitions.	Have organized approach to reach all regional coalitions to maximize outcomes.	Aug 2017	Project Monitor Julia Dozier
14.2	Contact regional coalition leads, solicit information about planning efforts and cross-training of local staff. Hire Coordinator.	Gather data about what is currently being practiced, have lead to coordinate trainings and meetings.	Sept-Dec 2017	Fiscal & Contr. Coord. Project Monitor Subcontracted Coordinator Julia Dozier
14.3	Create tools and trainings to support and encourage regional	Regional groups get assistance to expand their best practices,	Jan.-Mar 2018	Subcontracted Coordinator

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

Career Technical Education Pathways Program - FY 2016
 521070

DISTRICT: Chabot-Las Positas CCD

COLLEGE: N/A

RFA NUMBER: 17-205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: <u>14</u>			
Objective 14: Develop new and expand existing regional projects-in-common identified under the Strong Workforce.			
#	Activities	Performance Outcomes	Responsible Person(s)
1	coalitions, including cross-training opportunities	training to disseminate information, train more constituents	Subcontracted Trainers Julia Dozier

THIS FORM MAY NOT BE REPLICATED

PROJECT: Strong Workforce Statewide Fiscal Omnibus

FUNDING SOURCE - #2:

DISTRICT: Chabot-Las Positas CCD

Career Technical Education Pathways Program - FY 2016

COLLEGE: N/A

581070

RFA NUMBER: 17 205-001

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 14

Objective 14: Develop new and expand existing regional projects-in-common identified under the Strong Workforce.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
14.4	Review invoices, forward to Fiscal Coordinator to obtain approval. Pay invoices, answer questions as necessary.	Confirm work is within guidelines and on budget. Continue work, keep subcontractors moving forward.	Sept. 2017-Jan. 2018	Fiscal & Contr. Coord. Danita Romero
14.5	Fiscal and Contracting Coordinator will attend multi-district and regional meeting and coordinate statewide level convenings.	Fiscal and Contracting Coordinator will serve as point person for Strong Workforce team, encourage integrated conversations, best practices sharing, and help team achieve cross-regional/state goals.	Oct. 2017-Feb. 2019	Fiscal & Contr. Coord.

APPENDIX C

Chancellor's Office, California Community Colleges

Guidelines, Definitions and Allowable Expenditures

Determining if a Cost is Allowable

All allowable costs, must meet three primary criteria: 1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; 2) The cost must be allocable to the funding source activities; and 3) The cost must not be a general expense required to carry out the fiscal agent's overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the application annual workplan/budget summary of the individual fiscal agent otherwise they are not allowable within that year without annual workplan/budget summary and/or detail changes. Also the State has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

While the proposed cost is allowable under the funding source is it also reasonable?

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are: necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of allocable?

Allocable is defined by the dictionary as: capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Above and beyond this definition allocable also means that the cost must be related to the annual workplan/activities that have been approved by the Chancellor's Office Project Monitor.

**Allowability of General
Costs**

Allowable	Allowable With Prior Approval	Unallowable
Advertising and Public Relations ¹		Advertising and Public Relations ¹
Advisory Councils (<i>if the RFA requires or allows Advisory Councils</i>)		
		Alcoholic Beverages
		Alumni Activities
Audit Costs (<i>required by Single Audit Act</i>)		
Audit Costs (<i>if not required by Single Audit Act can be included in indirect cost rate 4% of the proposal</i>)		
		Bad Debts
		Commencement and Convocation Costs
Communication Costs (<i>telephone, telegrams, postage, messenger</i>)		
Compensation for Personnel Services (<i>salary, wages, fringe benefits</i>)		
		Contingencies
Contributions or Donations Received (<i>cash, property, services</i>)		Contributions or Donations Rendered (<i>cash, property, services</i>)
		Entertainment Costs ²
Equipment ³		Equipment ³
Fines and Penalties ⁴		Fines and Penalties ⁴
		Fund Raising and Investment Costs
		Gifts of Public funds are never allowed (<i>memorabilia, honoraria, gifts, souvenirs, etc.</i>) ⁵

ALLOWABLE Public Relations costs are those that are solely for: (1) Costs specifically required by the sponsored agreement; (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or

(3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

UNALLOWABLE: Advertising and public relations costs include the following: (1) All advertising and public relations cost unless specified as allowable above; (2) Costs of meetings, conventions, convocations, or other events related to other activities of the institution, including: (a) Costs of displays, demonstrations, and exhibits; (b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and (c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs; (4) Costs of advertising and public relations designed solely to promote the institution.

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

3 Equipment: Equipment means article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose, or \$5,000. Any equipment requested within the SB 1070 CTE Pathways Program Grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

General Purpose Equipment – General purpose equipment furnishings, modular offices, telephone,

networks, information technology equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance. The Chancellor's Office considers general purpose equipment and furnishings to be the responsibility of the local education agency and as such it will not approve such expenditures.

4 Fines and Penalties: Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

5 Gifts of Public Funds: If it looks like a gift it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

6 Improvements: Improvements for land, buildings, or equipment which materially increases their value or useful life are unallowable as a direct cost except with the prior approval of the awarding agency. The Chancellor's Office will not approve improvements for land, building, or equipment with the following exception: If a piece of equipment has been approved for purchase and that piece of equipment has some building modification required in order to make it usable for the purpose for which it was acquired (upgraded plug/wiring etc.) then that improvement to the building is allowed.

Appendix C
Guidelines, Definitions and Allowable Expenditures

OUT-OF-STATE TRAVEL: Out-of-State travel will be closely scrutinized and requires completion of the Out-of-State Travel Request Form found within Appendix C of the application and must be disclosed on the Budget Detail sheet. After the application is fully executed, any further Out-of-State travel requires prior approval of the Project Monitor by sending in the above-mentioned form for approval. The state reserves the right to limit Out-of-State travel.

OUT-OF-COUNTRY TRAVEL: The Chancellor's Office has determined that Out-of-Country travel will not be an allowed via this funding source.

APPENDIX D

Chancellor's Office, California Community Colleges

List of Background Reading Links

The trailer bill language for the Strong workforce Program can be found at:

http://www.dof.ca.gov/budget/Trailer_Bill_Language/documents/308StrongWorkforceProgram.pdf

The report and recommendations of the Board of Governor's Task Force Report on Workforce, Jobs, and a Strong Economy found at:

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

There are six accompanying expert background papers. These items are found at:

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

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917_chaptered.html

SB 1070 bill text:

http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120SB1070

Perkins IV:

<http://www.gpo.gov/fdsys/pkg/BILLS-109s250enr/pdf/BILLS-109s250enr.pdf>

The Chancellor's Office Doing What Matters for Jobs & the Economy website contains a variety of documents and input from the field used to design RFAs. These documents may be found at:

<http://doingwhatmatters.cccco.edu/PromoteStudentSuccess/RFAProcess.aspx>