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Santa Ana College • Santiago Canyon College

DATE: December 8, 2020

TO: Host College/District to Regional Director for Employer Engagement

FROM: Sarah Santoyo, Fiscal Agent Administrator, Rancho Santiago CCD

Cc: Development Gary Adams, Dean, Workforce & Economic Development
EWD Project Monitor

RE: Notification of Fiscal Year 2020-21 Economic and Workforce Development Grant Agreement

Enclosed are the contract documents required to award the Key Talent Administration and Sector Strategy Fiscal Agent grant funding to support the **Regional Director for Employer Engagement** hosted by your institution. Rancho Santiago Community College District, fiscal agent, serves solely as an intermediary to disseminate the grant agreement on behalf of the California Community Colleges Chancellor's Office.

The fiscal agent is releasing the agreement packet via Adobe Sign. As project administrator, you are the main contact for the agreement. Please have the appropriate **authorized representative of your host college/district sign the agreement**. Also included are the exhibits to retain for your file.

To execute the grant agreement please do the following:

- 1) If you are an authorized signer, please sign. If not, please delegate to someone else (authorized signer) by following the instructions noted on the secured Adobe Sign PDF e-mail.
- 2) For authorized signer: Complete the fields for the name, title and host district EIN, which are required on the grant agreement cover sheet for countersignature by the host college/district.
- 3) Once the grant agreement is signed by the host college/district, Adobe Sign will generate a fully executed copy and you will be able to maintain a copy for your record. The executed agreement is due by January 25, 2021.

Any questions related to grant terms and conditions, programmatic issues, planning or reporting, please contact your project monitor at the Chancellor's Office.

Thank you.

BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez • Lawrence "Larry" R. Labrado • Phillip E. Yarbrough

CHANCELLOR:

Marvin Martinez

Grant Agreement Cover Sheet
Grant Agreement No. 20-459-001

This Grant Agreement is made between the Rancho Santiago Community College District (“Fiscal Agent”), acting on behalf of the California Community Colleges Chancellor’s Office, and the **Chabot-Las Positas Community College District** (“Grantee”). This Grant Agreement is funded by Fiscal Agent Services Agreement Number C20-0039, between the Fiscal Agent and the Chancellor’s Office.

Grant Term: The term of this grant shall be from July 1, 2020 to June 30, 2021.

Grant Amount: The total amount payable for this grant shall not exceed \$200,000.

Project Representatives:


Chancellor's Office: Project Monitor	Grantee: Responsible Administrator	Fiscal Agent: Project
Jeff Mrizek (916) 323-5953 jmrizek@cccco.edu	Kristin Lima, Ed.D. (510) 723-6653 klima@chabotcollege.edu	Sarah Santoyo (714) 480-7466 Santoyo_Sarah@rsccd.edu

The Grant Agreement includes the following documents:

- Grant Agreement Cover Sheet
- Exhibit A: Scope of Work
- Exhibit B: Budget and Payment Provisions
- Exhibit B-1: Budget Summary
- Exhibit B-2: Budget Detail
- Exhibit C: General Terms and Conditions
- Exhibit D: Special Terms and Conditions
- Exhibit E: Chancellor’s Office Branding Guidelines

The mutual commitments contained in this Grant Agreement are hereby agree to:

For the Fiscal Agent, on behalf of the Chancellor’s Office:


Adam O'Connor (Dec 8, 2020 07:52 PST)
Adam M. O'Connor
Interim Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District

Dated: Dec 8, 2020

For the Grantee:

Name: Jonah Nicholas
Title: Vice Chancellor, Business Services
EIN: 94-1670563
(Employer/Taxpayer Identification Number)

Dated: _____






WEDD EWD FY 20-21 Grant Agreements - RDs and TAP cover sheets

Final Audit Report

2020-12-08

Created:	2020-12-07
By:	Maria Gil (Gil_Maria@rscdd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXWskUvinBZsIZUy3StYZjrekDEHGnejm

"WEDD EWD FY 20-21 Grant Agreements - RDs and TAP cover sheets" History

-  Document created by Maria Gil (Gil_Maria@rscdd.edu)
2020-12-07 - 5:42:23 PM GMT- IP address: 204.75.252.3
-  Document emailed to Adam O'Connor (oconnor_adam@rscdd.edu) for signature
2020-12-07 - 5:49:13 PM GMT
-  Email viewed by Adam O'Connor (oconnor_adam@rscdd.edu)
2020-12-08 - 3:50:40 PM GMT- IP address: 204.75.252.2
-  Document e-signed by Adam O'Connor (oconnor_adam@rscdd.edu)
Signature Date: 2020-12-08 - 3:52:53 PM GMT - Time Source: server- IP address: 204.75.252.2
-  Agreement completed.
2020-12-08 - 3:52:53 PM GMT



TO: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Career Education (CTE) Deans
Regional Directors Regional Consortia Chairs
Statewide Directors
Center of Excellence Statewide (HUB) and Regional
Directors
Technical Assistance Providers

FROM: Sheneui Weber, Vice Chancellor
Workforce & Economic Development Division

**SUBJECT: 2020-21 Grant Agreement Applications:
Regional Directors (SDs) for Employer Engagement**

Completion and on-time submission of the Economic and Workforce Development (EWD) grant agreement forms constitute confirmation that the receiving district accepts the grant, according to conditions revised by the grant agreement, as contained in Exhibit A-D.

For FY 2020-21, grant terms have been revised to include updated requirements and outcomes which replace language in the FY 2018-19 EWD grant agreements. Grantees may have new criteria added in future years. Please review Terms and Conditions in this agreement, as enumerated in Exhibit A-D for revised or new criteria below.

The grant requirement for Quarterly Reports on Year-To-Date Expenditures and Final Report remains unchanged but will be done in the new EWD reporting system, NOVA.



PROGRAM UPDATES:

For the EWD grant agreement for Regional Directors (RDs), the following will apply in the Fiscal Year 2020-21:

Changes to “Responsible Administrator” - Regional Director:

RDs will receive direction, guidance and leadership from their respective Regional Consortia (RC) chairs, who are also responsible for coordinating objectives and outcomes in the workplan, as well as overall grant coordination with the RD’s host college Responsible Administrator. RDs are also expected to continue to coordinate and collaborate with the Statewide Directors (SDs) for their industry, the Center of Excellence (COE) Director for their region, as well as with the Statewide COE HUB.

Brand Guidelines for all Chancellor’s Office EWD Grantees:

For FY 2020-21, any entity receiving Chancellor’s Office funding will be required to comply with the Chancellor’s Office brand guidelines applicable to grantees published by the Chancellor’s Office Communications Division, as attached in Exhibit E - Chancellor’s Office Brand Guidelines for Grantees. Exceptions are noted in the branding guidelines.

Exhibits to Grant Agreement Application:

Please review the attached grant agreement forms and exhibits for revised or new criteria. It is the responsibility of each grantee to adhere to all conditions provided in the 2020-21 EWD grant agreement process. The attached Exhibit A - Scope of Work provides the grant delivery work specifications that will apply to this EWD.

Please note that the following terms and conditions are new and will apply to all EWD grants:



- Changes in “Responsible Administrator” (See this memo under “Program Changes”) for the RDs, which for this EWD will be the RC, in collaboration with the host college holding the grant from the FY 2017-18 EWD;
- Updated EWD performance metrics, and,
- Requirement for grantee to demonstrate efforts to align and integrate all workforce programs, as well as braid and leverage funds available including federal Perkins funds, state Strong Workforce Program (SWP) and Strong Workforce Program K-12 (SWP K-12) funds, state EWD funds, state Adult Education funds, state Apprenticeship funds, contract and community education and other applicable workforce and economic development programs, as well as local, private, state and federal funding, etc.

Responsible Administrator:

This memo provides the expectations for the Responsible Administrator, along with requirement for the contact information, the signature of the grantee, and the Responsible Administrator certifying that they will fulfill this role to remain in good standing during the term of the EWD grant. In FY 2020-21, programmatic and performance direction for the RDs will be provided by the region’s RC Chair. For the COEs, programmatic and performance direction will be provided by the Statewide COE HUB. The Responsible Administrator role will be to ensure that the SDs, RDs, COEs and Contract Education Technical Assistance Provider (TAP) are provided with the administrative support necessary to operate and deliver on the grant work-plan and reporting requirements.

Responsible Administrator requires the grantee District/College to designate a Responsible Administrator (Dean or higher) to provide onboarding of project and support project staff with administrative functions/activities necessary to deliver on the grant. The Responsible Administrator must also certify and ensure that project staff funded by the grant(s) are employed 100%



where required, and dedicating the appropriate level of work effort to the project.

Prohibition on Supplanting of Funds:

Under no circumstances shall the community college district in receipt of these EWD grant funds use them to supplant existing resources.

Program Metrics:

The metrics for the FY 2020-21 EWD grant are aligned with Vision for Success, as well as initiative funding goals. The Vision for Success calls for the system to move from input to outcomes and impact (students' success, retention, completion, and employment). The Chancellor's Office intends to focus on providing technical assistance and interventions for grantees to increase outcomes and impact for students.

Collaborative Regional Approach:

The 2020-21 EWD applications process will once again require the collaborative development by region of annual work-plans for the RDs, RCs, SDs, COEs and TAP, respectively.

The RC will help guide how each RD achieves their sector specific objectives, supporting strategies and common metrics respond to regional needs. To certify your participation in the collaborative process, please follow application procedures that are in the NOVA reporting platform.

Responsible Administrator:

Detailed information on form completion was provided at the September 9, 2020 Technical Assistance Conference, which is also available as a recorded webinar posted to the Workforce and Economic Division on the Chancellor's Office website.



Submission Procedures:

Grantees being renewed should go to the NOVA reporting platform for EWD-funded grants to create an account login and password.

The Chancellor's Office will route the grant face-sheets and exhibits to the grantee to be completed with digital signatures by your District's authorized signatories. The grantee will then complete the packet with all required District's digital signatures as well as the information being requested. Grantees will be notified by the Chancellor's Office staff when their grant is fully-executed for FY20-21.

For the RDs and TAP, their sub-agreements - which will follow guidelines set down in this memo - will be between the Fiscal Agent for the Chancellor's Office and the host district for each RD or for the TAP. The Fiscal Agent for the Chancellor's Office for this purpose will be the Rancho Santiago Community College District.

Calendar of Key Dates

- | | |
|----------------------|-------------------------------------|
| • May 19, 2020 | Board of Governors Approval |
| • September 14, 2020 | Grant Renewal Memo Released |
| • September 21, 2020 | Technical Assistance Conference* |
| • October 9, 2020 | Deadline for Submitting Application |

ATTACHMENTS

- | | |
|---------------------------|---|
| • <u>Exhibit A</u> | Scope of Work |
| • <u>Exhibit B</u> | Budget Detail and Payment Provisions |
| • <u>Exhibit C</u> | General Terms and Conditions |
| • <u>Exhibit D</u> | Special Terms and Conditions |



California
Community
Colleges

SHENEUI WEBER
Vice Chancellor
Workforce and Economic Development

- **Exhibit E** **Chancellor's Office Brand Guidelines for Grantees**

Renewals Website:

NOVA will serve as the application platform: nova.cccco.edu

Please contact your project monitor within the Chancellor's Office with any questions. Project monitors for each region are listed in the **Workforce and Economic Development - Staff Directory**

**EXHIBIT A
(Grant)**

SCOPE OF WORK

1. Services to be Provided

The purpose of the grant is to fund the hiring of a Regional Director for Employer Engagement (RD) who will support the Chancellor's Economic and Workforce Development (EWD) program by conducting required activities and achieving objectives related to a particular program project, a strategic priority area, or an industry sector. In particular, within the industry sectors and clusters they serve, the primary job of the RD is to connect their region's community colleges to employers that provide living wage jobs and, in so doing, foster employer engagement with colleges and their students.

The Grantee will ensure that the following responsibilities are fulfilled:

- A. The Responsible Administrator shall perform the following functions:
- Review the Grant Agreement and all other relevant documents with the RD;
 - Provide support to the RD to ensure all aspects of this Grant Agreement are fulfilled;
 - Act as the point of contact for all Chancellor's Office communications related to grant performance;
 - Onboard the RD within the Grantee college or district and ensure the RD is familiar with all policies and procedures specified in the Responsible Administrator Certification, attached as Exhibit E.
- B. The Regional Director shall meet the qualifications criteria expressed in Exhibit E, and shall perform the functions described below.

An approved "work-plan" was submitted by the Project Director (via NOVA). The work-plan is a dynamic plan, and can be specific and represent the proposed work for, but not limited to the RD, industry sector, and region. Furthermore, it may be necessary, during the grant period to revise the work-plan, due to changing needs, trends, and interests. All such revisions to the work plan must be approved in writing by the Project Monitor.

To accomplish these purposes, the RD will perform the following functions, and the grant will be evaluated upon the achievement of related performance metrics:

1. Report on the number of employer partners introduced to colleges with a positive outcome:
 - a. Detail the number of new employers engaged in Advisory Boards;
 - b. List the number of new employers engaged in curriculum development and design;
 - c. State the number of employers engaged in providing work based learning opportunities for students; or,
 - d. Report on the number of employers hiring students or providing internship opportunities to students.
2. Describe the number of work-based learning opportunities provided to students (paid and unpaid) through the employer partnerships developed for colleges.
3. Detail the assistance provided to colleges in facilitating employer partnerships leading to pre-apprenticeship, apprenticeship or earn-and-learn programs at colleges.
4. Report on the number of students employed as a result of employer partnerships linked to the Economic and Workforce Development program.
5. Describe the number of colleges assisted with assembling and managing program advisory committee meetings for program planning.
6. Provide narrative reports on employer engagement success stories supported by data reported in Item #1 above.

**EXHIBIT A
(Grant)**

SCOPE OF WORK

In evaluating the grant, the Chancellor's Office will measure the achievement of performance metrics against the policy objectives of the Board of Governors as expressed the Vision for Success, the Guided Pathways initiative, and the Student Success Metrics.

Lastly, any service performed under this Scope of Work must conform to the Chancellor's Office branding guidelines found under Exhibit E – the Chancellor's Office Secondary Brand Guidelines for Grantees.

Project Representatives:

The project representatives during the term of this Grant Agreement are those indicated on the Grant Cover Sheet.

Grantee's Project Director and Key Personnel

Grantee shall notify the Chancellor's Office of any change in the Project Director.

Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

**EXHIBIT B
(Grant)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Fund Disbursement

In consideration of satisfactory performance of the promised services described in the Grant Sub-awardee's application, the Rancho Santiago Community College District, as Fiscal Agent acting on behalf of the Chancellor's Office, agrees to pay the RD sub-awardee host district the "Grant Funds" amount stated in the Grant Agreement Cover Sheet. These funds shall be expended and documents in Budget Summary and Budget Detail in the NOVA Reporting System. All payments shall be made in accordance to the Chancellor's Office WEDD's invoice process, which is that invoices are submitted to Rancho Santiago and Rancho seeks approval to pay the invoice from the appropriate project monitor for that RD. All payments shall be made as follows: (An advance payment of 80% of the total amount of this Grant Sub-agreement will be paid as soon as feasible after the Grant Sub-agreement is fully executed.)

- A final payment will be calculated based on the balance in the NOVA Reporting System due by July 31, 2021. If the total expenditure of funds by that date is less than the advance payment, Rancho Santiago, on behalf of the Chancellor's Office, may invoice the Grant Sub-award Host District for the excess amount.

2. Budget Changes

Grantee may make changes to any budget category amounts up to 10 percent of the category's line item without approval of the Project Monitor, provided no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

3. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee shall inform any sub grantees 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.
- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in anymanner

4. 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

**EXHIBIT B
(Grant)**

BUDGET DETAIL AND PAYMENT PROVISIONS

the Grantee's governing board. 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.

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.

1. Match

For FY 2020-21, the grant must produce evidence of a 1:1 match.

Acceptable matching resources may include any combination of public or private resources, either cash or in-kind, derived from sources other than the economic and workforce development program funds. Grantee is encouraged to demonstrate braiding of funding through matches to conduct grant activities. All match resources should offset real costs of the project. Allowable match examples include:

- In-kind match may include application of full District indirect costs based on an approved indirect cost rate agreement with a Federal cognizant agency (e.g. Health and Human Services)
- District general funds, Regional and local Strong Workforce Program, Perkins V, other federal grants, ETP funds, local government, and private funds may be used as cash match as long as the funds augment, support, and expand grant operations and activities
- Employer paid internships may be utilized as in-kind match
- Significant equipment donations (over \$5000) with documented value of the donated equipment may be utilized as in-kind match
- Program income may be use as cash match

NOTE: Grantees will be expected to include in their final report all match actually generated.

Budget Detail Sheets must be prepared for each donor of matching resources (see the budget form examples in the Instructions). The budget detail sheets must clearly delineate the proposed expenditures for both the requested EWD funds and the matching funds. Budget detail sheets for match must have either the signature of the match donor, a written agreement, or an accompanying letter committing the specific resources identified in the budget detail sheet. The responsible person of a business or other entity with authority to commit the matching resource shall sign this letter. Do not include general letters of support that do not specifically describe matching resources or amounts. Participation Agreements, Cooperative Agreements, and Partnership Agreements, as described above in the Project Management Plan section, can also act as vehicles to provide evidence of fund/resource commitments but must be backed by cash reserves certified to the Chancellor's Office.

**EXHIBIT B
(Grant)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Program income includes fees normally charged for technical assistance and contracts for training for employers through contract education. Match may be based on past revenues, projected revenues for each year, or known income sources. However, in the final report, receipts for fees or contracts must verify match.

For match based on past revenues, budget detail matching sheets should be provided with documentation of past revenues. Projects whose colleges/districts have a history of program income may provide a program income plan and include signed budget detail sheets for the planned income.

For other large contract education projects or performance-improvement training programs (e.g. ETP funds), a listing of executed contracts or agreements for services, with a copy of the signature page of the executed document, should be attached to the program income plan. If this project includes performance-improvement training or contract education projects that are current and apply to the performance period of this grant, a budget detail sheet for each contract or fee based agreement that documents dedicated match is needed.

Any program income earned during the project period shall be retained within this funded project and, in accordance with the terms and conditions of the grant shall be added to EWD funds and used to expand eligible project or program objectives within this funded project. Disposition of program income in the absence of specific requirements in the grant terms and conditions shall be determined by the Chancellor's Office, consistent with the guidelines established for federal funds in the federal Office of Management and Budget (OMB) Circular A-100.

1. Expenditure Period

The performance period for the EWD grants is July 1, 2020 – June 30, 2021. For the first quarter report on September 30, 2020, all grantees will use the NOVA reporting system instead of the Quarterly and Final Expenditure Reporting System currently in use.

The 15 month period for expending grant funds is intended to provide uninterrupted operations of grant during transition between Fiscal years. Grantees may only expend funds to support grant personnel during the three (3) additional months after the end of the grant Performance Period, in anticipation of grant EWD documents to be issued by the Chancellor's Office. Except for Salaries, grant activities may not be charged after the 12 month grant performance period. For grantees who are notified of non-EWD, grantees must submit their final report at the end of the grant expenditure period.

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final.

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

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director and by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. 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 contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

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 that give rise to a

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

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

- a. **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 contracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- b. **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 that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- c. **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 that 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 that 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 contract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- d. 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.

7. 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

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

1. Debarment, Suspension, and Other Responsibility Matters

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:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. 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.
- d. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

2. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors 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, contractors and subcontractors 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, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

3. 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, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

- a. 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.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.
- d. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section
- e. Grantee and its contractors 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.
- f. Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

4. 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:
 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

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

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.

1. 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 that 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.

2. 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. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that 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. Upon termination, 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. 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 that shall be not less than three nor more than ten

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

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.

- a. 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.

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

4. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

5. 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-insured in accordance

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

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.

1. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

2. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

3. 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.

4. 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.

5. Time Is of the Essence

Time is of the essence in this Grant Agreement.

6. 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.

**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

1. Contractors and Subgrantees

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of contractors or subgrantees to perform services under this Grant Agreement. Except where prohibited by the Standards of Conduct provisions set forth in section 8 of this Exhibit, contractors or subgrantees specifically identified in this Grant Agreement or the Exhibits are deemed to be approved by the execution of this Grant Agreement.
- b. Contractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected contractor 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 contractor or subgrantee 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.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Grantee shall not enter into any contract or subgrant of the types described below and any such agreement that may be executed is null and void and of no force or effect.
 1. An agreement with 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)) who 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. An agreement with a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office) other than a rank-and-file employee of the California State University or the University of California. (Pub. Contr. Code, § 10410.)
 3. An agreement with the spouse or an immediate family member of a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office IJE) who was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the contract or subgrant. (Gov. Code, §§ 1090, et seq. and 87100.)
- g. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any contractors or subgrantees, and no contract 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 contractors, subgrantees and of persons either directly or indirectly employed by them,

**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its contractors 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 contractor or subgrantee.

1. Statewide or Regional Projects

As this is a statewide grant and involves the provision of fiscal agency services, coordination, technical assistance, or other services for the California Community College system, the following requirement shall apply:

- a. Grantee will not make any payment to contractors or subgrantees engaged to provide consulting services under this grant without the written approval of the Project Monitor and the 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.
- b. Grantee will 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.

2. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement, or its contracts and subgrants, shall be submitted to and approved by the Project Monitor. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations. In addition, any such product, document, or published material must comply with the Chancellor's Office branding requirements.
- b. All products resulting from this Grant Agreement or its subgrants, in whole or in part, shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, §7550(a).)
- d. 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).)

**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

1. Intellectual Property

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Agreement.

Subcontracts/Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Agreement or any subcontract, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Agreement or any subcontract or subgrant, if any, 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 allow Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that 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.

All materials first developed in draft and in final form pursuant to this Agreement, or any subcontract, 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 "Chancellor's Office, California Community Colleges." 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 Grantee that the copyright be registered with the U.S. Copyright Office, Vendor will be responsible for applying for, paying the filing fees for, and securing said copyright.



**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or 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 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 Agreement to Grantee. 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 written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

1. Real Property and Equipment

Where allowed by the funding source, real property and equipment 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

**EXHIBIT D
(Grant)**

SPECIAL TERMS AND CONDITIONS

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.

1. 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.



California Community Colleges

“Powered by” Attribution Mark and Guidelines

June 2020

Introduction

Over the past two years, the California Community Colleges Chancellor's Office has been integrating and aligning its branding to bring better cohesion across projects and programs. Most recently, the Chancellor's Office phased out the separate branding of several divisions, specifically Doing What Matters for Jobs and the Economy and the Institutional Effectiveness Partnership Initiative, or IEPI. Following the sunset of these brands, programs associated with each division were asked to remove references to *Doing What Matters for Jobs and the Economy* and use a new "Powered by" attribution mark when referring to partnership with the Chancellor's Office.

The following guidelines provide instruction for usage and implementation of this new attribution.

“Powered by” Attribution Mark

The “Powered by” attribution mark is to be used solely by official partners or grantees funded by the California Community Colleges Chancellor’s Office. This allows partners the flexibility to retain their branding while communicating affiliation with the California Community Colleges and the Chancellor’s Office.

Please note that affiliation with the California Community Colleges and the Chancellor’s Office is not equivalent with association to the State of California, and guidelines do not encourage use of the state’s official seal.

The attribution mark consists of the primary California Community Colleges logo and the “Powered By” attribution text.



Vertical (Stacked) Version



Horizontal Version

Attribution Mark Colors

Each "Powered by" attribution mark is available in several color variations depending on the application. Approved options for color combinations are provided here.

3-color
on light grey



2-color
on white



White
on dark blue



Dark blue
on white



Black
on white



Attribution Mark Color Do Nots

The color variations shown here are not approved due to accessibility requirements or because they are considered off-brand.

✗ 3-color on dark grey



✗ Light grey on white



✗ White on gold



✗ Dark blue on dark grey



✗ Gold on dark blue



Applying the “Powered by” Attribution Mark

Always use the “Powered by” attribution mark in the presence of your organization’s logo. The “Powered by” attribution mark can only be used on its own if your organization’s logo or branding has already been established – e.g. your organization’s logo is in the header of a document and the “Powered by” attribution is in the footer.

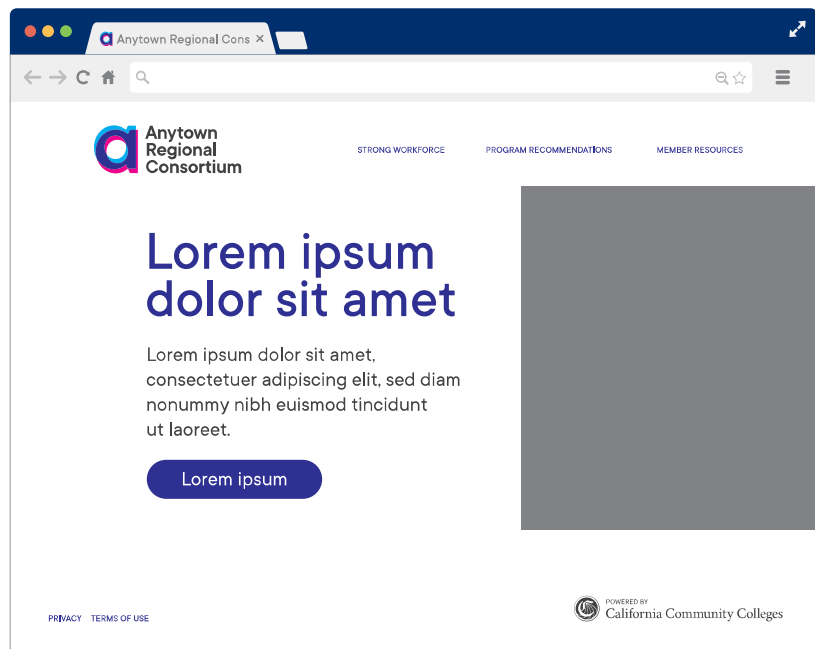
Samples of attribution use cases can be found on subsequent pages. The “Anytown” brand has been created as an example for the purpose of conveying these use cases and essentially can be replaced with your own branding or logo.



“Powered by” Attribution Mark Use Cases Website

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the website’s header and the horizontal “Powered by” attribution mark is displayed in the lower right corner of the website’s footer.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. Charcoal gray is reflected in this example.

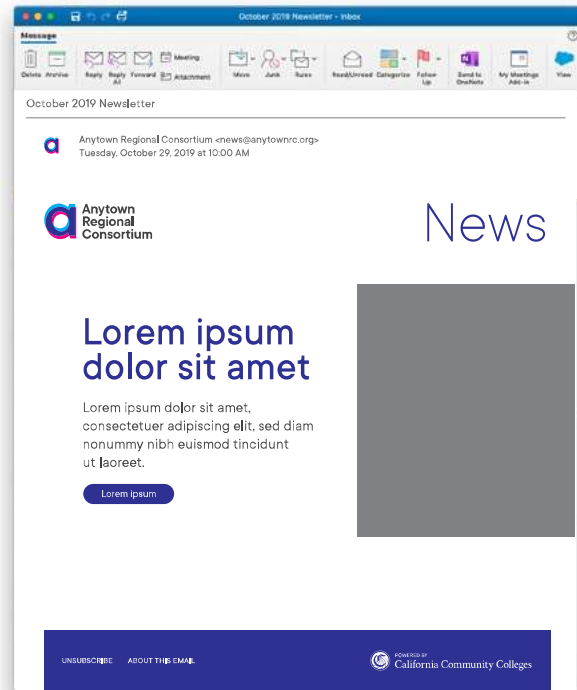


Horizontal “Powered by” Attribution Mark

“Powered by” Attribution Mark Use Cases Email

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the email header and the horizontal “Powered by” attribution mark is displayed in the lower right corner of the email’s footer.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. White is reflected in this example.



“Powered by” Attribution Mark Use Cases Print Flyer

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the upper right corner of the flyer and the horizontal “Powered by” attribution mark is displayed in the lower right corner.

This example uses the full-color version of the “Powered by” attribution mark.



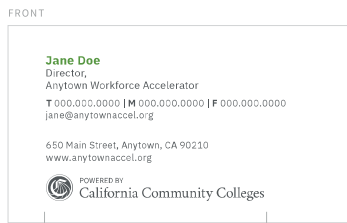
Vertical (Stacked) “Powered by” Attribution Mark

“Powered by” Attribution Mark Use Cases Business Card

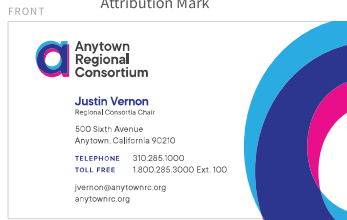
The Chancellor’s Office requires you to use your district-approved business card template and to discuss any changes or additions with your district communications office.

The following examples show several possible ways to incorporate the “Powered by” attribution with your organization’s established branding.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. Charcoal grey and white are reflected in this example.



Horizontal “Powered by” Attribution Mark



Vertical (Stacked) “Powered by” Attribution Mark

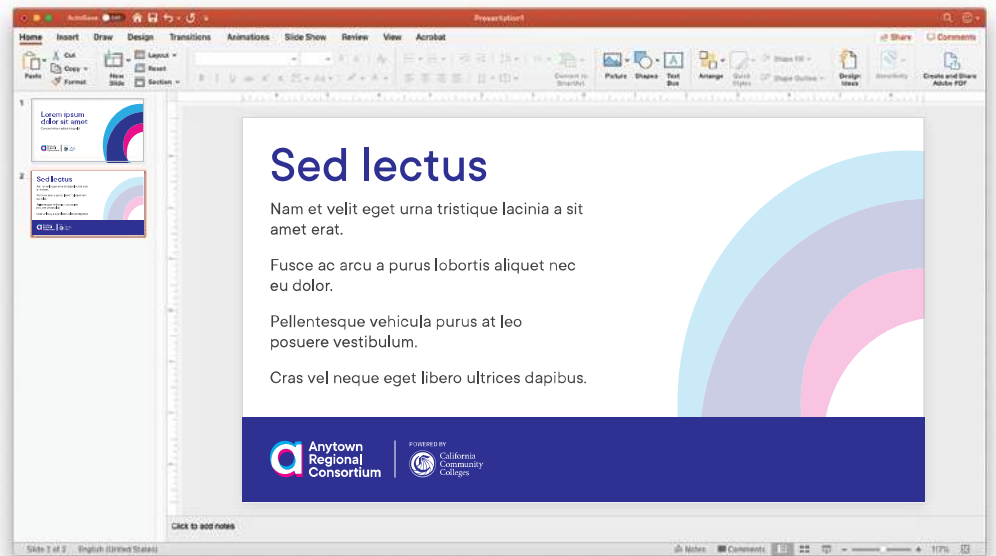


Vertical (Stacked) “Powered by” Attribution Mark

“Powered by” Attribution Mark Use Cases Presentation

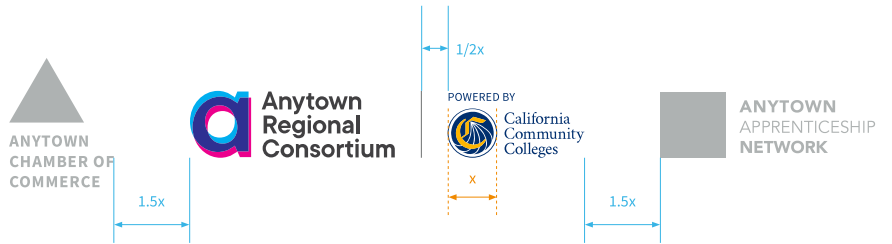
This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The presentation contains the primary logo locked up with the vertical (stacked) “Powered by” attribution mark.

The title slide contains the full-color lockup whereas the body slide contains a reversed lockup within the slide footer.



“Powered by” Attribution Mark Use Cases Multiple Partners

When your organization’s logo is being displayed alongside other partners, use the vertical (stacked) lockups alongside your logo and maintain proper clearspace to ensure effective brand presentations for both your organization and the Chancellor’s Office. Do not use the horizontal version.



Spacing guidelines

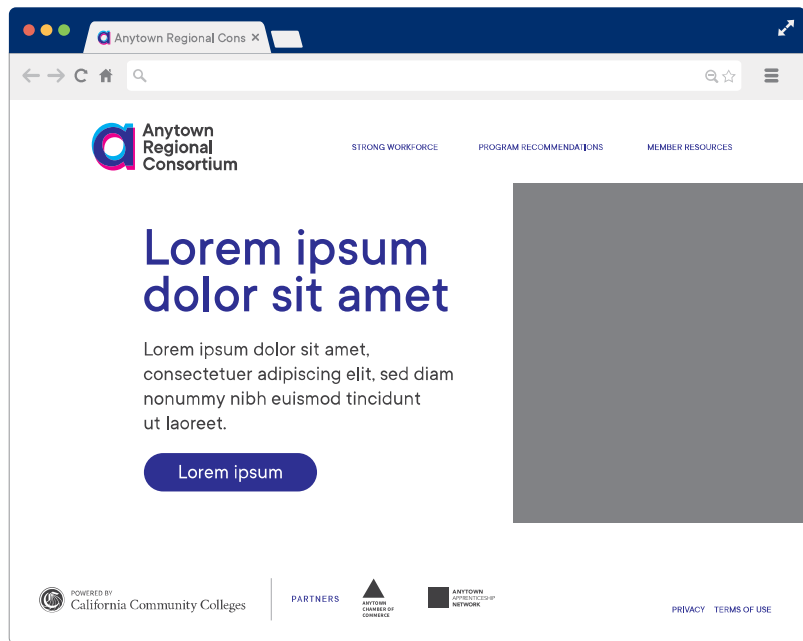


Final presentation

“Powered by” Attribution Mark Use Cases Website with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the website’s header and the horizontal “Powered by” attribution mark is displayed in the lower left corner of the website’s footer. Partner logos are displayed next to the “Powered by” attribution mark and separated by a piping bar.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. Charcoal gray is reflected in this example.



Horizontal “Powered by” Attribution Mark

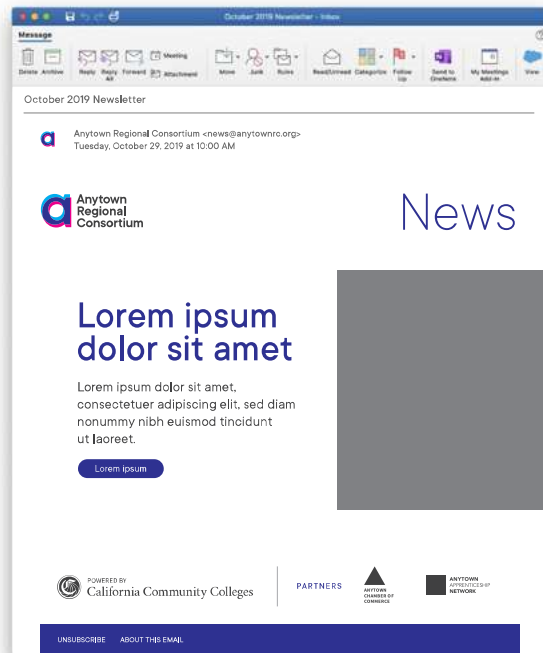


Partner Logos

“Powered by” Attribution Mark Use Cases Email with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the email header and the horizontal “Powered by” attribution mark is displayed in the lower left corner of the email’s footer. Partner logos are displayed next to the “Powered by” attribution mark and separated by a piping bar.

The one-color version can be incorporated in a neutral color to ensure integration with your organization’s branding. White is reflected in this example.



Horizontal “Powered by” Attribution Mark

Partner Logos

“Powered by” Attribution Mark Use Cases Print Flyer with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The primary logo is displayed in the lower left corner paired with the vertical (stacked) “Powered by” attribution mark. Partner logos are displayed to the right of the lockup with the proper amount of clear space separating each logo.

This example uses the full-color version of the “Powered by” attribution mark.



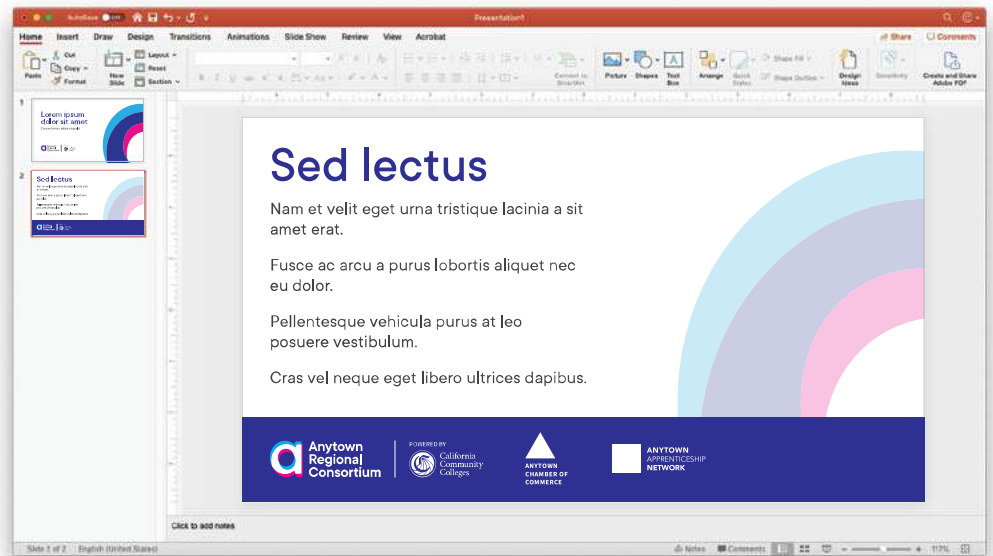
Organization Brand with Vertical (Stacked) “Powered by” Attribution Mark

Partner Logos

“Powered by” Attribution Mark Use Cases Presentation with Multiple Partners

This example shows the correct placement of the “Powered by” attribution mark when the primary branding of your organization has already been established. The presentation contains the primary logo locked up with the vertical (stacked) “Powered by” attribution mark. One-color, reversed partner logos are displayed to the right of the lockup with the proper amount of clear space separating each logo.

The title slide contains the full-color lockup whereas the body slide contains a reversed lockup within the slide footer.



“Powered by” Attribution Email Signatures

The Chancellor’s Office requires you to use your organization or district’s standard email signature and to discuss any changes or additions with your district communications office.

✓ This signature uses text to signify the sender’s connection to the California Community Colleges.

The following examples show several possible ways to incorporate the “Powered by” attribution with your organization’s established branding.

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California Community Colleges

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“Powered by” Attribution Do Nots

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3. Do not use older initiatives such as Doing What Matters or IEPI in any co-branding instances.
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To maintain quality and brand standards, we require all third-party vendors or partners to follow the official branding guidelines as detailed in this document when creating a report or collateral piece commissioned using Chancellor's Office funding.

Contact

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Please contact us at brand@cccco.edu to submit materials for review or should you have any questions after reading through the guidelines. If you are a partner or grantee of the Workforce and Economic Development Division, please include **WEDD 'Powered by' Attribution Mark** in the subject line of your email, along with your contact information in the body copy. We ask that you allow 48 hours for a response.