

**BAY AREA COMMUNITY COLLEGE CONSORTIUM  
REGIONAL DIRECTOR GRANT SUB-AGREEMENT  
BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT  
AND  
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

This agreement (hereinafter “Agreement”) is entered into between Cabrillo Community College District (hereinafter “FISCAL AGENT”) and Chabot-Las Positas Community College District(hereinafter “SUBCONTRACTOR”). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, FISCAL AGENT was selected to serve as the fiscal agent for Economic and Workforce Development and Perkins funding that supports the work of the Regional Consortia, Grant Agreement Number: G0194(hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”).

WHEREAS, FISCAL AGENT has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host a Regional Director to serve as the employer of record of the Regional Director on behalf of the region , and to provide the services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit B*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from June 1, 2022, through June 30, 2023, unless terminated earlier in accordance with the termination provisions of this Agreement. It is anticipated that this contract will be renewed for each of the subsequent two years contingent upon successful performance, the continued availability of funds, and the region retaining public safety as a high priority sector.

3. Service to the Region  
SUBCONTRACTOR agrees that the Regional Director employed under this agreement is employed to serve the region as defined in the Scope of Work (Exhibit B). Assignments made by the SUBCONTRACTOR to the Regional Director that are outside the Scope of Work must be approved by the FISCAL AGENT.

4. Total Cost  
The total cost to FISCAL AGENT for performance of this Agreement shall not exceed the amount detailed in Exhibit A: Budget.

5. Budget  
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit B*), which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

6. Payment and Invoicing  
Payment to the SUBCONTRACTOR shall be no more frequently than on a monthly basis and payment terms are Net 30 days, computed from the date of receipt of correct and proper invoice prepared in accordance with the terms of this Agreement. Invoice must specify the services provided, the dates of work, and the specific dollar amount billed under terms of the consulting agreement. Invoices should be sent to the FISCAL AGENT fiscal contact for approval. Fiscal Contact will review and submit approved invoice to accounting for payment. Payment will not exceed the amount listed above in Section 4. "Total Costs".

The final invoice is due no later than July 15, 2023. All reporting must have been completed prior to payment on the final invoice.

FISCAL AGENT will provide the invoice form and instructions to the SUBCONTRACTOR.

7. Reporting  
SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR and/or FISCAL AGENT, in a timely manner.

8. Expenditure of Grant Funds  
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Program Design Requirements  
FISCAL AGENT may request SUBCONTRACTOR to follow specific processes and procedures, complete forms or reports, or comply with related directions pertaining to program design,

to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards.

#### 10. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to and approved by the FISCAL AGENT. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

#### 11. Time Extensions

SUBCONTRACTOR must spend the funds allocated through this Agreement within the timeframe of the Agreement.

#### 12. Independent Contractors

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

SUBCONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the FISCAL AGENT. The SUBCONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FISCAL AGENT, and are not entitled to benefits of any kind or nature normally provided to employees of the FISCAL AGENT and/or to which FISCAL AGENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation.

The SUBCONTRACTOR assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The SUBCONTRACTOR shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the SUBCONTRACTOR's employees. The FISCAL AGENT will not withhold taxes, unemployment insurance or social security for the SUBCONTRACTOR's employees or independent subcontractors.

The SUBCONTRACTOR agrees to indemnify and hold the FISCAL AGENT harmless from and against any and all liability arising from any failure of the SUBCONTRACTOR to withhold or pay any applicable tax, unemployment insurance or social security when due.

### 13. Subcontract Assignment

Unless specifically noted in the Budget (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the FISCAL AGENT. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

### 14. Record Keeping

SUBCONTRACTOR agrees to maintain project 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.

### 15. Audit

SUBCONTRACTOR agrees that FISCAL AGENT, the PRIME SPONSOR, 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 Agreement. SUBCONTRACTOR 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, SUBCONTRACTOR agrees to include a similar right of FISCAL AGENT, the PRIME SPONSOR, 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 related to the performance of this Agreement.

### 16. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

### 17. Insurance

Acceptance of this Agreement constitutes that SUBCONTRACTOR is not covered under FISCAL AGENT's general liability insurance and that SUBCONTRACTOR agrees, during the term of this Agreement, to maintain, at the SUBCONTRACTOR's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance.

Certificates of insurance shall be provided to FISCAL AGENT. Specifically, during the term of this agreement, SUBCONTRACTOR shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

**Workers' Compensation:** SUBCONTRACTOR shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the SUBCONTRACTOR, and is exempt from the requirement of naming the FISCAL AGENT as Additionally Insured.

**General Liability:** The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.

**Automobile Liability:** If automotive vehicles are operated by SUBCONTRACTOR in SUBCONTRACTOR's performance of SUBCONTRACTOR's obligations under this agreement, SUBCONTRACTOR shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having AM Best's Key Rating of "A-" or better, unless SUBCONTRACTOR is self-insured or insured under a Joint Powers Authority, in which case FISCAL AGENT will review coverage and indicate in writing if coverage is acceptable. SUBCONTRACTOR shall furnish FISCAL AGENT with Certificates of Insurance evidencing such coverage. Such Certificate shall name FISCAL AGENT as additional insureds, and provide that it can be canceled only with thirty (30) days prior written notice to FISCAL AGENT. If any of the foregoing coverages expire, change, or are canceled, SUBCONTRACTOR shall notify FISCAL AGENT within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

#### 18. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of FISCAL AGENT under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination, and FISCAL AGENT will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

#### 19. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by FISCAL AGENT. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, FISCAL AGENT receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of FISCAL AGENT. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable.

#### 20. Assurances

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for standards of conduct, workers' compensation insurance, participation in grant-funded activities, non-discrimination, accessibility for persons with disabilities, drug-free workplace certification, intellectual property, and debarment and suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

#### 21. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

#### 22. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the FISCAL AGENT to require full, exact,

and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the FISCAL AGENT from enforcing the terms of this Agreement.

23. Compliance With Applicable Laws

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

SUBCONTRACTOR shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

24. Special Terms and Conditions

Special Terms and Conditions that apply to SUBCONTRACTOR in accordance with FISCAL AGENT's contract with PRIME SPONSOR are attached as Exhibit C.

25. Intellectual Property

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

26. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

27. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

28. Order of Precedence

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) Exhibit C
- 2) The Agreement
- 3) Exhibit B: Application, Scope of Work

## 29. Notices/Contacts

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

### For FISCAL AGENT:

Name of CCD: BACCC % Cabrillo Community College District  
Address: 6500 Soquel Drive  
City, State, Zip: Aptos, CA, 95003

### For project/program related matters:

Attention Name: Kit O'Doherty  
Title: BACCC Co-chair  
Email: [kit@baccc.net](mailto:kit@baccc.net)

### For fiscal related matters:

Attention Name: Tootsie Torres  
Title: BACCC Director, Regional Fiscal Operations  
E-mail: [tootsie@baccc.net](mailto:tootsie@baccc.net)  
Telephone: 831-477-5555

### For SUBCONTRACTOR:

Name of Host: Chabot-Las Positas Community College District  
Remit to: Danita Romero, Fiscal Agent and Economic Development Manager  
Address: 5860 Owens Drive, Third Floor  
City, State, Zip: Pleasanton, CA 94588

### For project/program related matters:

Attention Name: Julia Dozier  
Title: District Executive Director, Economic Development and Contract Education  
E-mail: [jdozier@clpccd.org](mailto:jdozier@clpccd.org)  
Telephone : 925-416-5139

### For fiscal related matters:

Attention Name: Danita Romero  
Title: Fiscal Agent and Economic Development Manager  
E-mail: [dromero@clpccd.org](mailto:dromero@clpccd.org)  
Telephone: 925-416-5143



30. Signatures

This Agreement, together with the attachments hereto, represents the entire understanding between FISCAL AGENT and SUBCONTRACTOR with respect to the Grant. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

FISCAL AGENT  
Cabrillo Community College District  
Alex Strudley  
Director of Procurement and General Services

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

GRANTEE  
Chabot-Las Positas Community College District  
Jonah Nicholas  
Vice Chancellor, Business Services

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Exhibit A

**Exhibit A: Regional Director Public Safety Budget**

Contract Amount: \$196,266

Expenditure Period: June 1, 2022 - June 30, 2023

Allowable expenditures

- Salary & Benefits or contract if services of Regional Director are being obtained through a professional services contract
- Equipment and supplies as necessary to support the work of the Regional Director
- Conferences, travel/mileage reimbursement, professional development, software as required to support the position. Travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the SUBCONTRACTOR’s governing board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement.
- Expenses associated with convening and serving colleges and other stakeholders served by the Regional Director
- Indirect: 4% of direct expenditures, not to exceed \$7,549

Expenditure Type & Description	Amount
1000 – Certificated Salary	
2000 – Classified Salary	
3000 – Employee Benefits	
4000 – Books and Supplies	
● Computer, software licenses and other office technology and supplies	\$2,000
5000 – Services and other operating expenditures	
● Independent Contractor (RD) \$14,583.33/month	\$175,000
● Travel, Conferences, Convening, & Professional Development	\$9,240
● Marketing & Recruitment, RD job hiring	\$2,477
7000 - Indirect	\$7,549
<b>Total:</b>	<b>\$196,266</b>

## Exhibit B: Scope of Work

### Bay Area Community College Consortium (BACCC)

#### Regional Director, Public Safety

Subcontractor, in collaboration with the BACCC Public Safety Regional Joint Venture Coordinator, will engage public safety sector stakeholders representing colleges offering public safety programs and employers hiring graduates of college public safety programs in the recruitment and selection of a Regional Director, Public Safety.

Subcontractor will contract with the selected individual to carry out the responsibilities of the BACCC Regional Director, Public Safety as generally defined below and more specifically defined in the [Regional Director draft job description](#) and the [RD Role](#).

#### Regional Director Public Safety Responsibilities

Under direction, the Regional Director is responsible for facilitating and leading collaborative efforts by colleges in the Bay Area Community College Consortium (BACCC), public safety employers, and workforce development partners to achieve the region's workforce development goals in the public safety sector.

Goal A: Provide pathways that enable all Bay Area students to find employment and advance to livable wages

Goal B: Meet the needs of employers in the Bay Region for well-qualified candidates for positions that pay livable wages

Goal C: Ensure equity in participation, completion, and employment

The Regional Director convenes stakeholders to review labor market, performance, and other data; reviews sub-regional, regional, and state goals and priorities; convenes colleges within the region / sub region, often with other stakeholders, to determine how to work together, invest resources and design projects to close labor market gaps while meeting equity goals; develops agreement with the stakeholders on a set of objectives, work plans and key performance indicators to achieve Regional Plan goals; secures resources as needed with the support of the stakeholders; performs project management duties including work plan tracking, execution, progress reporting and outcomes analysis to inform the next cycle; and performs related duties as assigned.

Once under contract the Regional Director, Public Safety will be responsible for the following:

- Working with a set of Public Safety stakeholders comprised of representatives of colleges, public safety agencies and other stakeholders carry out the following:
  - **Planning Phase** (Summer)
    - Gather and review labor market information, program performance data including enrollments, retention, completion, job placement and earnings, and other relevant data, identify the interests of participating colleges and

## Exhibit A

- public safety agencies, and review priorities as set by the Chancellor's Office and BACCC.
- Facilitate a process which engages the stake holders in consideration of the information gathered in the previous step and sets goals, objectives and key measurable results which the stakeholders are committed to achieving through collaborative efforts
  - Develop a workplan for accomplishing the goals, objectives and key results to be approved by the stakeholders, reviewed by the Regional Priorities Committee and posted to NOVA as directed by BACCC
  - **Execution Phase** (Fall/Winter/Spring/Summer)
    - With the support of the stakeholders seek and obtain resources as needed to execute the workplan
    - Perform the work and coordinate the work of others as needed to successfully carry out the workplan and achieve the objectives and key results and report ongoing progress to Regional Priorities Committee
    - Update NOVA with the key results
  - **Evaluation Phase** (Spring/Summer)
    - Participate in a BACCC provided 360 degree evaluation
    - Review with stakeholders the results of efforts to date as compared to objectives and key results, and revise and/or set new objectives and key results for the next cycle
    - Update NOVA with the above
  - As a member of the Bay Team, the Regional Director, Public Safety will be expected to participate in regular Bay Team meetings with other Regional Directors and BACCC team members
  - The Regional Director, Public Safety will be expected to collaborate with Subregional Directors and other Regional Directors as the need and opportunity arises.

**SPECIAL TERMS AND CONDITIONS**

The following Special Terms and Conditions are included as a requirement of the contract between the FISCAL AGENT and the PRIME SPONSOR. In what follows, Grantee refers to FISCAL AGENT, Subcontractor and Subgrantees refers to SUBCONTRACTOR as defined in the Agreement.

- 1. Subcontractors and Subgrantees (This section applies when subcontractors or subgrantees will be used.)**
  - a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform the services under this Grant Agreement. Subcontractors or subgrantees specifically identified in this Grant Agreement are deemed to be approved by the execution of this Grant Agreement.
  - b. Subcontractors 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 subcontractor or subgrantee is the best-qualified party available to provide the required services. To the extent possible, Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. Grantee shall immediately notify the Project Monitor in the event that any subcontractor 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. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any subcontractors 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 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 or subgrantee.
  
- 2. Approval of Publications and Deliverables and Branding**
  - a. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
  - b. 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.
  - c. Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding

## Exhibit C

requirements established by the Chancellor's Office [Communications and Marketing Division](#). The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to [brand@cccco.edu](mailto:brand@cccco.edu).

- d. All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
- e. 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.
- f. 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.

### **3. Intellectual Property (This section applies if intellectual property will be created under the scope of work.)**

#### *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 Grant Agreement shall be the exclusive property of the Chancellor's Office. In the event the Grantee or a subcontractor or subgrantee obtains any intellectual property rights in their names, all rights, title, and interest in and to the work first developed under this Grant Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.

#### *Subcontracts and Subgrants*

If Grantee enters into a subcontract or subgrant for work first developed under this Grant Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Grant 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*

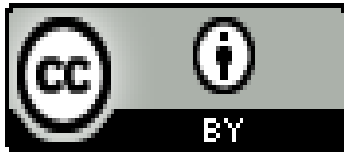
All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Grant Agreement or any subcontract or subgrant, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become 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 Grant 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

## Exhibit C

out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Grant 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, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



### *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 Grant 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, Vendor 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 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.

#### **4. Prohibition Against Use of Grant Fund for Grant Application**

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.

#### **5. Real Property and Equipment (This section only applies if permitted 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 implementing legislation and 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

## Exhibit C

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:
  - i. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
  - ii. If the Grant-funded project involves system wide 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.
  - iii. 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.
  - iv. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

### 6. 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.

### 7. Curriculum Development (This provision only applies to the development of new college curriculum.)

- 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 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 awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.

### 8. Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and



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will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

### **9. Public Hearings**

If public hearings on the subject matter dealt with in this Grant Agreement are held during the period of the Grant Agreement, Grantee will make available the personnel assigned to this Grant Agreement for the purpose of testifying.

### **10. Work by Chancellor's Office Personnel**

Staff of the Chancellor's Office 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. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may utilize.

### **11. Time is of the Essence**

The timing for delivery of the good and/or services required by this Grant Agreement is essential to the provision of educational services to the students of the California Community Colleges that are dependent upon a fixed academic calendar. Failure to complete any element of the scope of work shall entitle the Chancellor's Office to withhold up to the full amount of the ten-percent final payment, at the Chancellor's Office discretion.