

**CHANCELLOR'S OFFICE  
CALIFORNIA COMMUNITY COLLEGES**

**Request for Applications  
Instructions, Specifications, Terms and  
Conditions For New Grant Awards**

**08-0174: Linking After-School Employment to Career  
Pathways**

**Career Technical Education/Economic and Workforce  
Development Career Pathways Initiative**

**Funding Fiscal Year: FY 2008-09**

**Due Date: No later than 5 p.m., Tuesday, July 15, 2008**



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## **Instructions**

This section **MUST** be followed in developing the applications and implementing the projects.

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**Chancellor's Office  
California Community Colleges**

**Instructions**

**A. Introduction**

This document contains general instructions, procedures, formats, and timelines for submitting project applications to the Chancellor's Office of the California Community Colleges.

Applicants are also encouraged to review the [Grants and Contracts Guidelines](#), which are designed to assist college staff in preparing applications or administering grants. It is organized to follow, as closely as possible, the chronological steps in the grant process from development of a Request for Applications (RFA) to the submission and review of reports.

Applications must be submitted using the format and sequence described in these Instructions and address the Request for Applications (RFA) Specification for the project for which funding is sought.

**B. Program Overview**

The Governor's 2006-07 Budget called for expanded career technical educational opportunities for middle school and high school students, and improved linkages between the career and technical curricula of the public schools and community colleges.

The overall goal of the Career Technical Education/Economic and Workforce Development Program Career Pathways Initiative is to strengthen California's workforce development efforts by linking the State's investment in economic development with its investment in public instruction and other significant public investments. Funds are used for projects that: bring together economic development initiatives and consortia composed of community colleges, high schools, and Regional Occupational Centers and Programs (ROCPs); develop regional articulation councils to create seamless, **non-redundant** education and training in California; strengthen existing CTE sectors; establish career exploration programs for middle school and high school students; and meet critical professional development needs and capacity building needs.

**C. Categories for Which Funding is Available**

The following categories are available for funding:

Number	Title	Targeted Geographic Area	Maximum Funding Available	Number of Grants Available	Grant Length
08-0174	Linking After-School Employment to Career Pathways	Geographically dispersed statewide throughout the Ten regions	\$300,000 per Project; \$250,000 Year One, \$50,000 Year Two	Five	September 9, 2008 – June 30, 2010

The specific criteria is in the Request for Application Specification for New Grant Award that can be located on page 20.

**D. Eligibility**

Only California Community College districts are eligible to apply.

**E. RFA Clarification**

If any ambiguity, conflict, discrepancy, omission, or other error in this RFA is discovered, immediately notify the Chancellor's Office of the error and request a written modification or clarification of the document. A clarifying addendum will be given to all parties who have obtained the RFA, without divulging the source of the request. Insofar as practical, the Chancellor's Office will give such notice to other interested parties, but the Chancellor's Office shall not be responsible for failure to do so.

Contact person for these Instructions is Kathy Pulse, 916.324.2363, [kpulse@cccco.edu](mailto:kpulse@cccco.edu).

The contact person for the projects is listed on the RFA Specifications.

**F. Application Format and Instructions**

The following instructions prescribe the format and sequence for the development and presentation of the application. In order to receive the highest possible score the application format instructions must be followed, all questions must be answered, and all requested data must be supplied. Applicants are expected to use the forms provided, except where a narrative format is required, and the RFA Specification to prepare the project applications. (Forms provided in Appendix B.) Computer Facsimiles of the forms provided on the Chancellor's Office website may be used, but under no circumstance may the language on these forms be altered. Any application using altered language on the forms will be disqualified and the applicant district may be barred from future grant competitions.

The Chancellor's Office may require the applicant to make adjustments in the budget, workplan, or other aspects of the application prior to funding the grant.

**1. Face Sheet**

Complete the appropriate Grant Agreement Face Sheet (the RFA Specification Number will be printed in the upper right-hand corner).

**2. Contact Page**

Complete the Contact Page.

**3. Application Abstract**

The Abstract should concisely summarize the entire application and must not exceed one page, but must be in 11 pt type or higher. Briefly comment on the objectives, procedures, expected contribution or impact,

and resulting services and outcomes. The Abstract should stand alone as project description.

4. **Table of Contents**

The Table of Contents shall be on a separate page, with each component of the application's narrative listed and page numbers indicated.

5. **Need** (*Use a narrative format.*)

Concisely describe the need for the project and how it addresses the scope listed in the related RFA Specification. In addition, include the following:

- a. Scope of problem being addressed: local, regional, and/or statewide;
- b. Reference source(s) for substantiation of need statement; and
- c. Target group(s).

6. **Response to the Need** (*Use a narrative format.*)

Review the "Response" section of the RFA Specification to determine what issues need to be addressed.

A clear response will, at a minimum:

- a. Describe proposed methodologies and solutions that will address the identified need; and
- b. Describe the capacity of the applicant to successfully implement the project.

7. **Workplan**

a. **Objectives**

The RFA Specifications have identified minimum objectives. The applicant's statement of objectives should be numbered, start on a new page, and be stated in measurable terms.

*Example Objective:* Students enrolled in a Civic Education through an ESL Internet course will increase their GPA in their English course and their score on the civic competency test.

b. **Activities**

- (1) Address, at a minimum, the activities listed in the RFA Specification for which funds are sought. Additional activities may be included.

- (2) All grant applications that propose to survey community college faculty, staff, students, or administrators should make provisions for having the survey 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 applicant from the Chancellor's Office or another entity.

**c. Measurable Outcomes**

- (1) Address the Measurable Outcomes as listed in the RFA Specification for which you are applying.
- (2) Clearly link the outcomes to the objectives and procedures/activities. Describe the outcomes in qualitative and quantitative terms.

*Example Objective:* Students enrolled in a Civic Education through an ESL Internet course will increase their GPA in their English course and their score on the civic competency test.

*Example Outcome:* Sixty percent of the students enrolled in a Civic Education through an ESL Internet course will increase their GPA by 30 percent in their English course and their score on the civic competency test by 30 percent.

**d. Timelines**

Provide the projected completion date for key activities within the term of the grant. Identify the month in which objectives will be completed.

**e. Responsible Person(s)**

Identify, by position, individual(s) responsible for completing activities.

**8. Project Management**

- a. Provide a management plan that includes an organizational chart for operating the project.
- b. Describe the responsibilities and the amount of time that staff will be devoting to project activities.
- c. Indicate if the project will be done through a consortium or a collaborative partnership. Provide evidence of each partner's commitment (signed letter or memorandum) that details the scope, nature, and characteristics of the commitment. **Do not send general letters of support.**

**9. Application Budget**

The purpose of the budget is to indicate that the project is well planned and reasonable in scope.

- a. Complete an Application Budget Summary for each project year for which you are applying. Identify matching funds if applicable. (See RFA Specification for details.) When entering dollar amounts, round to the nearest dollar. **Do not include cents.**
  1. The indirect cost line item may not exceed four percent (4%) of the total direct cost line item.
  2. The district chief business officer's signature is required **(ink color other than black)**.
- b. To substantiate the Application Budget Summary, submit a **Budget Detail Sheet for each funding source**. List the cost breakdown of each budget classification amount requested.
  1. See RFA Specification to determine allowable supervision/ administration costs (those not directly involved in the day-to-day ongoing activities).
  2. See RFA Specification to determine whether equipment costs are allowed.
  3. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. List travel purpose and estimated cost. Include out-of-state travel as a separate line item.
  4. An applicant may not propose to use grant funds to cover staff costs or to compensate any outside individual or firm for services associated with preparing the grant application.

**10. Overall Feasibility of the Project**

This is not a category to be addressed separately in the application, but rather is a rated area on the scoring sheet. The reviewers have an opportunity to consider whether the project is realistically capable of attaining the required and proposed outcomes. Reviewers will consider the entire application in the context of the RFA Specification to make a final, overall appraisal of the project proposal. The intent is to judge the cohesiveness and viability of the project.

**11. Application Procedure**

- a. Assemble eight (8) copies of the application, three (3) of which must contain original signatures **(ink color other than black)** on the grant agreement face page and the budget summary sheet.

- (1) Grant Agreement Face Sheet must be signed by the district's chief executive officer or authorized designee.
- (2) Budget Summary page must be signed by the district chief business officer (or authorized designee) and the Project Director or Responsible Administrator.

**Note:** *The Chancellor's Office also requires that for multi-campus districts a copy of the application be sent to the applicable college president and Academic Senate President and for single-college districts, a copy be sent to the Academic Senate President.*

- b. Staple the application in the upper left-hand corner. Please do not include appendices or other supplemental information unless specifically requested in the RFA Specification or these Instructions.
- c. Applications should be directed to:

May Walker  
Economic and Workforce Development Program Unit  
Chancellor's Office, California Community Colleges  
1102 Q Street  
Sacramento, CA 95811-6549  
**Attention: Grant Application Enclosed**

**G. Rejection of Application**

***The Chancellor's Office reserves the right to reject any and all applications received.***

A grant application **shall** be rejected prior to scoring if:

1. It is received at the Chancellor's Office later than 5 p.m. on **Tuesday, July 15, 2008**. Postmarks will not be accepted. (**Note:** *If your application is late because you used a commercial carrier that guaranteed delivery by the application deadline, we will accept it only if the district provides evidence that the carrier guaranteed delivery and was responsible for failing to make the delivery by the deadline.*)
2. The RFA Specification Number cannot be readily ascertained.
3. It does not include the proper number of originals (3), or the originals are not signed in **an ink color other than black**, and number of copies (5) of the following documents:
  - a. Grant Agreement Face Sheet  
(*Chief Executive Officer's/Designee's signature*)
  - b. Application Budget Summary  
(*Chief Business Officer's/Designee's signature*)

- c. Application Budget Detail Sheet
- d. Contact Page
- e. Need Statement
- f. Workplan

**H. Calendar of Key Dates**

Deadline for submitting applications	<b>Tuesday July 15, 2008, 5 p.m.</b>
Reading of applications	<b>July 21-22, 2008</b>
Notification of Intent to Award	July 24, 2008
Appeal deadline	August 8, 2008
Project Commencement	September 9, 2008

**Reporting Dates (each fiscal year)**

Year-to-Date Reports
October 31
January 31
April 30
Final Report
August 31

## Application Submission Checklist

**NOTE:** This checklist is a tool to use when filling out applications. If the application contains the following information in the order given, the packet will be complete

- Eight complete applications, three of which have original signatures on the:
  - Face Sheet (Chief Executive Officer/Designee)
  - Application Budget Summary (Chief Business Officer/Designee)
- RFA Specification Number
- Face Sheet
- Contact Page
- Abstract Page
- Table of Contents
- Need
- Response
- Work plan
  - Objectives
  - Activities
  - Timelines
  - Performance Outcomes
- Project Management Plan
- Application Budget Summary
- Application Budget Detail Sheet
- Application Budget Detail Sheet, Matching Funds
- Staple completed packets in upper left corner

## RFA SPECIFICATION FOR NEW GRANT AWARD

<b>RFA Specification Number:</b>	08-0174
<b>RFA Specification Title:</b>	Linking After-School Employment to Career Pathways
<b>Program Unit:</b>	Economic and Workforce Preparation Division
<b>Division Vice Chancellor:</b>	José Millan
<b>Program Staff Contact:</b>	<a href="#">John Prentiss</a>
<b>Funding Performance Period:</b>	September 9, 2008 – June 30, 2010
<b>Funding Category:</b>	Economic and Workforce Development Funds
<b>Total Amount Available:</b>	\$1,500,000
<b>Funding Source:</b>	Year 1 (\$1,250,000): Economic and Workforce Development Program/set-aside from Job Development Incentive Training Fund Year 2 (\$250,000): Economic and Workforce Development Program/set aside from Job Development Incentive Training Fund
<b>Award Amount:</b>	\$250,000 year one, \$50,000 year two
<b>Term of Award:</b>	2 years
<b>Match Required:</b>	50% (\$.50 match to \$1 of grant funds)
<b>Targeted Geographic Area:</b>	Geographically dispersed throughout the ten regions
<b>Number of Awards:</b>	Five

- I. Introduction
- II. Legal Terms and Conditions
- III. Statewide Representation
- IV. Abstract
- V. Need
  - A. Purpose
  - B. Completion Of Need Statement
- VI. Response
- VII. Workplan
  - A. Minimum Required Objectives and Activities
  - B. Reporting
- VIII. Project Management Plan
- IX. Application Budget Forms
- X. Dissemination
- XI. Overall Feasibility of the Project

**NOTE:** All forms and resource materials referenced in this specification are available at <http://www.cccco.edu/SystemOffice/Divisions/EconDevWorkPrep/EWD/Grants/tabid/487/Default.aspx>.

### I. INTRODUCTION

This Request for Applications (RFA) Specification describes the project requirements for applications for Linking After-School Employment to Career Pathways. When preparing applications for this project, applicants must also use the Instructions contained in this RFA. The Instructions contain the required

elements for the applications and must be followed in developing the proposals and implementing the projects.

The intent of this RFA specification is to fund projects that focus on adapting effective components of the Career Advancement Academies (CAAs) model at five sites, focusing on linking after-school employment to longer career pathways and building needed connections between local employers, community colleges and after-school providers.

These sites will build on or link community colleges to established partnerships with employers, local workforce investment boards, social service agencies and community organizations for outreach, recruitment and support services. In addition, the sites will work closely with their local County Offices of Education and after-school providers in program development and implementation, as well as training and job placement. Colleges will partner with local California State University campuses and employers in developing the ongoing pathway programs.

Colleges receiving these grants will establish “bridge” programs addressing foundational reading, writing and math skills contextualized and linked to regionally identified career pathways. As students transition from the bridge program to subsequent career training, eligible students will be prepared for and placed in part-time after-school employment, providing them invaluable, hands-on, paid work-experience. The after-school employment component will be integrated in college programming as work-experience or service-learning. At each site, attention will be paid to the subsequent transition of students to the regionally identified career pathways available. Students may also elect to transition to other certificate or degree programs at a college.

The primary partners for these grants are a community college and secondary schools, participating employers, and County Offices of Education, in conjunction with project related service providers. Funded projects must have evidence of a partnership with key stakeholders. In addition, local CSU’s, ROCPs, middle schools, public employers, business/industry and labor are suitable partners. The partnership must include an advisory committee made up of key stakeholders who meet and affirm that the activities are relevant to the region’s employer needs, link to a career opportunity, the project is meeting its goals and objectives and provide feedback on execution and effectiveness of the project activities.

Applicants must demonstrate a strong capacity to implement highly visible, high impact projects that can provide a model for career preparation for post secondary students and career exploration and awareness for secondary students.

## **II. LEGAL TERMS AND CONDITIONS**

If the project is funded, the grant agreement will include the RFA Specification, grant application, and all forms and the Legal Terms and Conditions contained in Articles I and II (see Appendix B). Successful applicants must retain copies of all documents for future reference for at least three years after the project’s financial statements have been closed. Funding is contingent on program budget approval

and availability. Final approval of the project is the discretion of the Vice Chancellor of Economic and Workforce Preparation.

### **III. TARGETED GEOGRAPHIC REGIONS**

This specification will fund five projects – geographically distributed throughout the state’s ten regions. See the Administrative Regions at <http://www.cccco.edu/SystemOffice/Divisions/EconDevWorkPrep/EWD/Grants/tabid/487/Default.aspx>)

### **IV. ABSTRACT**

Each application must include a brief abstract that simply and concisely summarizes the project. The Abstract must not exceed the space on the front of the form. Briefly comment on the objectives, procedures, expected contribution, or impact and resulting products and/or services. Describe the focus of the project and the key services to be provided and anticipated outcomes.

### **V. NEED SECTION**

#### **A. Purpose**

The purpose of these projects is to extend the Career Advancement Academies (CAAs) model to regionally relevant employment sectors at five sites, linking after-school employment to longer career pathways and building needed connections between local after-school providers and community colleges. Partnerships will develop and implement sustainable model programs providing career preparation and exploration related to career and technical education pathways. The overall goals of the project are to:

1. Link after-school placement and employment with post-secondary enrollment and education to enable students, particularly disadvantaged students, to gain valuable experience and financial support while pursuing training, certificates or degrees.
2. Integrate after-school training and employment into broader career ladders in regionally relevant occupational sectors.
3. Support community college efforts to expand the after-school workforce and promote the development of quality career relevant partnerships and programs.
4. Design and deliver programs that can be sustained with local funds past the end of the grant period.

#### **B. Completion of Need Statement**

**(Total Maximum Points – 10  
PLEASE LIMIT TO SIX PAGES**

Provide a narrative statement describing the need for the proposed project, using supporting data and information to substantiate the need. Pertinent information may include local and/or regional job market and industry data. Describe existing career pathway opportunities in local high schools, ROCPs

and community colleges and how the preparation, exploration and awareness activities will lead to students' accessing a regionally relevant career.

A clear Statement of Need will concisely:

1. Describe the need for the project being addressed, the scope of the need, target group(s), the outcomes expected, and how the need is applicable to the RFA Specification;
2. Describe the need for an instructional program approach and how this proposal would enhance the delivery;
3. Describe how Career Technical Education (CTE) Standards and California Community Colleges Economic and Workforce Development (CCCEWD) strategic priorities are incorporated into the project, as appropriate.
4. Describe the data and information needed to evaluate short and long term project results.
5. Describe existing CTE and CCCEWD programs and activities taking place in the region targeted for this project.
6. Address other areas of need such as those identified in employment scanning reports.

**VI. RESPONSE SECTION (Justification for Project) (Maximum Points – 25)**  
**PLEASE LIMIT TO TEN PAGES**

Provide a narrative statement describing how the proposed project will address the four overall goals stated in section V. A. above.

- A. Explain how your response addresses the gaps identified in the "Need" Section. Looking at current services being offered, identify the gaps in services and/or lack of services being provided in your region.
- B. Describe how students will be served.
- C. Describe how middle schools, high schools, ROCs, county offices of education, employers, businesses, labor and community colleges will participate in the project.
- D. Describe any proposed methodologies and solutions that will enhance performance outcomes. Describe what will be the value-added results from the project as contrasted to the current situation. What difference will the project make?
- E. Describe any aspect of the project that would be unique or exemplary, and provide dissemination documentation and materials that would insure the model could be replicated elsewhere.

**VII. WORKPLAN (Total Maximum Points – 40)**

Prepare an annual workplan for each of the two years of the project. Using the prescribed form, outline the sequence of objectives, activities, measurable outcomes, timelines, and responsible persons. Timelines with target months of completion for project objectives are preferable to specific dates. Develop project-specific objectives and activities based on the Minimum Required Objectives and Activities stated below. Activities may be phased appropriately across the two annual workplans.

## **A. Minimum Required Objectives, Activities and Measurable Outcomes**

### **Objectives**

**(Maximum points – 15)**

The following are the Minimum Required Objectives; others may be added to meet project goals. Start each objective on a new page on your Workplan form. Each objective should include the components necessary for project planning, development, implementation, sustainability and accountability.

1. Develop and conduct outreach, recruitment and assessment of students.
2. Develop and implement a compliment of community college “bridge” programs.
3. Partner with employers to provide after-school workforce training.
4. Place students in related employment (after-school jobs) in conjunction with continued community college education.
5. Place completing students in full-time employment and/or continuing education (transfer).

### **Minimum Required Activities**

**(Maximum Points – 10)**

The following are the Minimum Required Activities; others may be added as necessary to meet project objectives. (Examples of additional, permissive activities follow the required activities.) Outline each of the activities that will be implemented to accomplish each of the project's objectives.

1. Build the project on the experience base of the Career Advancement Academy Model and demonstration projects.
2. Participate in the ongoing technical assistance effort provided by the Career Ladders Project throughout the duration of the project.
3. Recruit, assess and refer disadvantaged young adults from the surrounding communities to a college program designed to address foundational reading, writing and math skills in the context of a public service or education career pathway.
4. Provide eligible students with training for after-school school jobs while continuing their education in regionally defined career pathway.
5. Partner with local after-school employers to design and deliver the after-school training, develop work-experience or “cooperative education” credit offerings for after-school employment, and/or work to incorporate after-school placements as part of more formal internship or pre-professional experiences.
6. Focus on accelerated career pathway design, for example, working to connect students pursuing a teaching pathway to “blended” CSU teacher training programs that enable students to complete coursework for the degree and earn a teaching credential at the same time.
7. Develop motivational and self-esteem building activities that will provide the students with a clear understanding of themselves, their aptitudes, abilities, interests, ambitions, resources, limitations, and values.
8. Develop, implement, and disseminate course curriculum and/or lesson plans for career preparation, awareness and exploration courses.

9. Provide the students with knowledge of the requirements and potential opportunities in careers in various high wage, high growth career clusters as well as conditions of success, advantages and disadvantages, and compensation related to the regional opportunities.
10. Provide regular individual counseling sessions to connect career planning to personal and educational development and career preparation.
11. Describe the products that will result from this project and how they will be disseminated. Describe the role of the partner agencies in producing and disseminating information and materials for replication either regionally or statewide.

**Permissible Activities:**

Activities determined to be dedicated and necessary to meeting the objectives of the project are permissible subject to approval of the workplan. The following are examples of permissible activities:

1. Develop career interest surveys, career planning activities, and portfolio development systems.
2. Plan and implement business and industry focused field trips with clear-cut goals and objectives, including pre-and-post-trip activities and assignments.
3. Develop program assessment tools that will measure program outcomes such as pre- and post-test and experimental vs. control group.
4. Develop new program models that can be presented at professional development conferences.
5. Create technology/career focused labs and learning centers.

**Measurable Outcomes (Maximum Points – 15)**

Outcomes should clearly link to the Minimum Required Objectives and Activities. Describe the outcomes in qualitative and quantitative terms. Examples:

**Objective:** Expand knowledge base of high school and middle school students regarding career pathways.

**Outcome:** 95% of the students will be able to identify three careers available including the required skills and educational requirements.

**Objective:** Expand knowledge base of career pathway options, high school curriculum and available post-secondary training programs

**Outcome:** 95% of the students will be able to identify at least three career pathway options, high school curriculum and post-secondary training programs that will provide entry into careers.

- Objective:** Raise the student math, reading and writing levels of students through the implementation of community college “bridge” programs.
- Outcome:** 90% of the students will have raised their math, reading and writing levels through a better understanding of the connection between educational achievement and the world of work.
- Objective:** Place successful bridge program students in relevant after-school part-time employment.
- Outcome:** 90% of the students have been placed in afterschool employment relevant to potential career pathway.
- Objective:** Place successful students in relevant full-time employment.
- Outcome:** 85% of the students have been placed in full time employment in an identified career pathway.

## **B. Reporting**

SB 70 requires the Chancellor's Office to implement accountability measures and provide an annual report to the Legislature. To provide this information, the Chancellor's Office will require that projects report on activities and expenditures on at least a quarterly basis.

The following is a sample listing of outcomes, events, and/or projects grantees are expected to report on:

- Activities developed and implemented
- Curriculum/courses developed, revised or improved
- Number of students completing individual counseling sessions
- Number of total students involved with the career exploration and awareness project.
- Innovative systems and concepts developed.
- Number of workshops, field trips, and all other activities undertaken with results-centered summaries.
- Documentation and dissemination activities undertaken.
- Number of students indicating career focused interest and potential plans for future education.

In addition, copies of curriculum materials developed, advisory committee minutes, and other materials and documents must be provided to the project monitor and posted on a public website designated by the Chancellor's Office. The project will require evidence of commitment from partner agencies.

## VIII. PROJECT MANAGEMENT PLAN

(Maximum Points – 10)  
PLEASE LIMIT TO SIX PAGES

### A. Organization:

- Describe the provisions for accountability of expected results, methods of accounting and reporting, and the process for monitoring progress.
- Describe how the faculty was involved in the planning of and application for this project.
- Describe the procedures in place for facilitating administration of the project, such as how performance information is used to improve management and outcomes of the project.
- Describe the protections in place and the assurances by the lead agency that the staff will be fully engaged in the activities of the project exclusively. Assure that the funds are not used to supplant existing resources.
- Describe the commitment of the lead agency and all other agencies that will support the project
- Describe the capacity of the middle school to successfully implement the project.
- Describe the presence of structured activities currently in place or the capacity and commitment to develop such activities.
- Indicate which entity(ies) will take the lead role(s) in the project and describe the roles of the other partners. Include an organizational chart showing the project structure lines of accountability of the project.
- Describe the commitment of the fiscal agent.
- Describe the provisions for accountability of expected results, methods of accounting, including cash management, and reporting, and the process for monitoring progress.

### B. Project Director: Identify an individual who:

- Implements the everyday work of the project and the grant objectives;
- Assists in the recruitment, hiring and supervision of other personnel dedicated to the grant project as required;
- Develops budget expenditures and allocate resources to the project;
- Holds final responsibility for all compliance activities related to the grant, including the quality and integrity of the data reported, and quarterly reports, budget detail, and monitoring visitations from state officials;
- Serves as the primary contact identified for all correspondence sent from the Chancellor's Office.

### C. Project Staff: Describe the staffing pattern for implementation of the project. Include an organizational chart and list of staff positions. Show evidence of the commitment of project staff by describing their responsibilities and the amount of time staff will be devoting to project activities. Provide a description of their prior experience as related to the subject area of this project.

- D. Advisory Group:** The project's advisory group will be responsible for guidance and advice regarding the project. The advisory group must meet at least twice during the school year and summary minutes of the meetings must be taken.
- Describe the anticipated role of the advisory group.
  - Provide a list of members and their affiliations. The ethnic composition of the advisory group should reflect, to the extent possible, the ethnic diversity of the service area. The membership may include representatives of state or federal agencies, business and industry, labor, middle schools, high schools, ROCPs, community colleges, economic or workforce development agencies, adult education representatives, local government, and higher education.
- E. Evaluation:** Describe how this project will be evaluated. Describe the interrelationship of your information collection system and the continuous evaluation and process improvement of your project.
- F. Sustainability:** Describe how the project will provide the foundational structure to foster ongoing services and collaboration between community colleges, County Offices of Education, and after-school employers beyond the support of the grant. Strong proposals will identify ongoing mechanisms for sustaining collaboration to address after-school workforce needs. Examples include using the phase to explore additional program interconnections, such as:
- setting up regular processes for recruitment and placement of community college students who need afternoon part-time employment;
  - providing the opportunity for work experience or cooperative education credit for students working in afterschool programs, not just those enrolled in the pilot;
  - extending opportunities for college credit for training currently being offered by after-school providers or developing coursework to prepare entrants for after-school employment;
  - employing after-school professionals as adjunct faculty for such course offerings, where appropriate processes are conducted and minimum qualifications are met;
  - incorporating after-school employment as relevant work experience/ internship opportunities in additional career pathways beyond those targeted in the pilot;
  - providing short-term test preparation courses to help applicants prepare for the NCLB exam where desired by County Offices of Education;
  - exploring joint programming or sharing of resources, where colleges and after-school programs collaborate on enrichment activities, facilities use, or other creative arrangements.

**IX. APPLICATION BUDGET FORMS (Maximum Points – 10)**

The main purpose of the budget is to indicate whether the project is well planned and reasonable in scope. Technical errors in the budget can be changed if the project is recommended for funding, as long as the request does not exceed the maximum amount allowable. The application must follow the guidelines and procedures for the budget described in the Instructions.

Complete the Application Budget Summary form. The district Chief Business Officer's signature is required on the Application Budget Summary. Use an ink color other than black for signatures. When entering dollar amounts, round off to the nearest dollar and identify all matching funds; do not type cents. To substantiate the Application Budget Summary, submit Budget Detail Sheets. Budget Detail Sheets list the cost breakdown of each budget classification amount requested. Complete a separate Budget Detail Sheet for each funding source and each matching source.

Program funds are for direct services to the project only and may not be used to supplant existing funding for like services, programs or activities. Clearly indicate the amount of funds, if any, are directly assigned to each member agency and what role they are playing in the outcome of grant project.

**Equipment Purchases**

**Equipment purchases cannot exceed 10% of total grant funds.** Equipment purchases must be justified as dedicated and necessary to successful implementation of the project. Applicants intending to purchase equipment must justify the purchase in terms of the intended usage of the equipment. A list of the equipment intended to be purchased with grant funds must be provided. (Note: See Article II, paragraph 19, in Appendix B regarding property purchased with grant funds.)

**Fiscal Year Budgets**

The performance period and term of the individual grant will be on the grant agreement face sheet that is signed by all of the parties to the agreement. Funds must be either expended or encumbered (i.e., committed to an account payable) by June 30. Grantees must notify the Chancellor's Office **by April 30** if funds cannot be spent or encumbered. An amendment to the grant may be required. If the grantee does not notify the Chancellor's Office, unencumbered funds may be recovered and revert to the State General Fund. The performance period and term of the individual grant will be on the grant agreement face sheet that is signed by all of the parties to the agreement.

**Funding Period**

Funding for all projects will be awarded on an annual basis. Funding for the subsequent years of multiple-year grants is contingent on satisfactory performance in the prior year, availability of funds, funding priorities, and applicable federal and State regulations.

**Travel**

District travel and reimbursement policies apply for Travel (Object 5000). Only travel necessary to implement the project is allowed. List the purpose of travel and the estimated cost. The costs of meals and transportation involved with

conveying students for the purposes of career exploration, job shadowing, etc., are eligible uses of project funds.

It is not anticipated that there will be a significant need for out-of-state travel; however, if the project intends to use any project funding for out-of-state travel, a detailed explanation and justification must be provided. List any proposed out-of-state travel as a separate line item in the budget. The project monitor must approve out-of-state travel in advance.

### **Indirect Administrative Costs**

The indirect administrative costs (overhead) for this project cannot exceed four percent (4%) of the total direct costs (line 8 of the application Budget Summary). This amount must be subtracted before taking a percentage of the total. Use the following formula:

Total grant - (total grant/1.04) = indirect administrative costs.

Example: \$250,000 – (\$250,000/1.04) = \$9,615

Total grant = \$250,000 = \$240,385 + \$9,615

Example: 50,000 – (\$50,000/1.04) = \$1,923

Total grant = \$50,000 = 48,077 + \$1,923

### **Matching Resources**

A primary factor in considering the award of funds is the level and commitment of partners. Projects are required to show one half dollar of match for each dollar of grant funding. The level and commitment from partners is demonstrated by cash or in-kind matching contributions to the project. Matching resources may come from various sources and may be cash or in-kind. In-kind resources include, but are not limited to, staff time (i.e., partners staff time dedicated to the project), facilities, and the use of equipment. All match should offset real costs of the project.

Examples of match include, but are not limited to:

- Staff time of partners dedicated to the project;
- FTES apportionment generated for courses offered as a part of the project;
- Facilities donated for classes and/or meetings;
- Paid internships (business partners paying students' salaries)
- Contracts
- Federal grants
- Other state grants (except SB 70 grants)
- Equipment donations
- Indirect administrative overhead costs not to exceed 16% of the total grant amount

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. The budget detail must clearly delineate the proposed expenditures for both the

requested grant 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 the business or organization who has the authority to commit the matching resource shall sign this letter. Do not include general letters of support that do not specifically describe matching resources. 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. For further guidance on matching resources, see "Cost Sharing or Matching and Program Income".

#### **Program Income as Match**

Program income may also be used as match. 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 large contract education projects or performance-improvement training programs, 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.

Program income earned during the project period shall be retained within this funded project and, in accordance with RFA requirements and/or the terms and conditions of the grant shall be added to grant 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 RFA or Terms and Conditions shall be determined by the System Office, consistent with the guidelines established for federal funds in OMB Circular A-100.

- X. OVERALL FEASIBILITY OF THE PROJECT (Maximum Points – 05)**  
**This is NOT a category to be addressed in the application, but is a rated area on the scoring sheet.** The reviewers have the opportunity to consider whether the project is realistically capable of attaining the required and proposed outcomes. This requires the reviewer to consider the Response Section, the RFA Specification, the Workplan Objectives, Activities, Proposed Outcomes, and the Budget Section to make a final, overall appraisal of the project proposal. The intent is to judge the cohesiveness and viability of the project.

## **Appendix A**

### **Application and Reporting Forms**

All forms are available online at

<http://www.cccco.edu/SystemOffice/Divisions/EconDevWorkPrep/EWD/Grants/tabid/487/Default.aspx>

#### Forms Required for Application:

Face Sheet  
Abstract  
Contact Page  
Workplan  
Application Budget Summary (excel)  
Application Budget Detail  
Match Detail

Required Reporting Forms and Instructions will be provided to successful applicants

## Chancellor's Office, California Community Colleges

### GRANT AGREEMENT

#### ARTICLE I

### Career Technical Education/Economic and Workforce Development Career Pathways Initiative Program-Specific Legal Terms and Conditions

**Effective June 1, 2008**

#### **1. Cost and Payments**

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

- Payment shall be made according to the apportionment schedule set forth in the California Code of Regulations, title 5, section 58770, except that the final payment will not be made until the complete final report has been submitted and approved. If the final report is not submitted by the deadline date set forth in Section 3 of this Article, the Chancellor's Office may make the final payment through a claims schedule.
- If total expenditures are less than the apportionment payments, the Chancellor's Office may invoice the Grantee for the excess amount.

#### **2. Budget Changes**

- Grantee may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant is not affected, and the outcomes of the Grant will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant and/or the outcome of the Grant is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet."

- The Budget Amendment request should be mailed to the Program Unit for approval by the Project Monitor. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Vocational and Technical Education Act of 1998, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

### **3. Reporting**

For each fiscal year funded, the grantee shall prepare and submit Year-to-Date Expenditure Reports on a quarterly basis, a Final Report of Expenditures, and a narrative summary that includes all information requested in the Evaluation/Performance Outcomes section of the RFA.

Failure to submit any of these reports can result in withholding of funds and may jeopardize funding for future application submissions.

#### *a. Periodic Reports*

##### **1. Year-to-Date Expenditure Report**

The Grantee shall prepare and submit Year-to-Date Expenditure Reports that must be certified by the grantee's Chief Business Officer on or before the following deadlines:

- i. October 31
- ii. January 31
- iii. April 30

If a grant's performance period has been extended, the Grantee must continue to submit quarterly Year-to-Date Expenditure information until the Final Report is due.

##### **2. Progress Reports**

This report provides operational results at given points in time. Data must be submitted on or before the following deadlines:

- a. October 31
- b. January 31
- c. April 30
- d. July 31

b. *Final Reports*

There are three parts to the Final Report. All parts must be received by the Chancellor's Office in order for the grantee to receive the final grant payment. If the Final Report is not received by November 1, the final grant payment may be made by claim for funds schedule. Grants whose performance period is extended beyond September 30 also may receive their final payment via the claim for funds schedule.

1. Final Report of Expenditures

The Final Report of Expenditures must be certified by the grantee's Chief Business Officer on or before August 31. If the grant performance period has been extended, Final Reports of Expenditure must be certified within 30 days of the final date of performance. Expenditures that are not reported by August 31 (or the designated report date if the grant received a time extension) may not be paid.

2. Data Collection

All operational results must be submitted by the Grantee by August 31 (or within 30 days of the last date of performance if the grant time period was extended).

3. Narrative Summary

**Two** copies of a narrative summary, which includes all information requested in the Reporting Requirements and Performance Outcomes sections of the RFA Specification, must be submitted for approval on or before August 31.

Grantees that have received an extension of performance period still must submit an Interim Final Narrative on or before August 31.

## **ARTICLE II**

### **Standard Legal Terms and Conditions**

(Revision 10/04/2006)

#### **1. Work to be Performed**

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

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

Modifications or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Vocational and Technical Education Act of 1998, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

#### **2. Amendments**

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

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Vocational and Technical Education Act of 1998, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

**3. Unenforceable Provision**

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

**4. Dispute**

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

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

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

**5. Notice**

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811-6549. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

**6. Interpretation**

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

**7. Project Director and Key Personnel**

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

**8. Project Monitor**

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed

to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

**9. Budget Concerns**

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

**10. Assignment**

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

constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

**11. Subcontracts or Subgrants**

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
  1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations,

transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
  3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

## **12. Audit**

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit

records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

**13. Products and Deliverables**

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

**14. Travel**

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

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

**15. Standards of Conduct**

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

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. **Avoidance of Conflicts of Economic Interests.**
  1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
  2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by

Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.

4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

#### **16. Statewide or Regional Projects**

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

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant Agreement.
- c. If this Grant funds a position with a time base greater than halftime to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office agrees to give every reasonable consideration to executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- d. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment

with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

- e. If the primary role of the Grantee under this Grant Agreement is to serve as a fiscal agent for distribution of funds, Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this Grant Agreement without the written approval of the Project Monitor and the Vice Chancellor for Fiscal Services. 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.

**17. Time Is of the Essence**

Time is of the essence in this Grant Agreement.

**18. Intellectual Property**

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

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

- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to

compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

#### **19. Real Property and Equipment**

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

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:

1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
  2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

**20. Surveys**

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

**21. Work by Chancellor's Office Personnel**

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

## 22. Termination

- a. **Termination Option.** Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. **Event of Breach.** In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. **Gratuities.** The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

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

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

**23. Waiver**

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

**24. Workers' Compensation Insurance**

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

**25. Law Governing**

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

**26. Participation in Grant-Funded Activities**

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or

counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

## **27. Curriculum Development**

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

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable 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 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000) and the Program and Course Approval Handbook published by the Chancellor's Office. In general, any new degree major, and any certificate that requires 18 semester units or 27 quarter units or more of coursework, must be approved by the Chancellor's Office before it is initiated or substantially modified.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

## **28. Eligibility for Noncitizens**

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

**29. Nondiscrimination Clause**

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.).
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

**30. Accessibility for Persons with Disabilities**

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other

appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.

- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

**31. Drug-Free Workplace Certification**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
1. Receive a copy of the Grantee's drug-free policy statement; and,
  2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

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

### **32. Captions**

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

### **33. Indemnification**

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

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
  1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office

may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

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

**34. Independent Status of Grantee**

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

**35. Grant Agreement is Complete**

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

**36. Union Organizing**

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

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

**37. Debarment, Suspension, and Other Responsibility Matters**

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

a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
  4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.