

**CHANCELLOR'S OFFICE
CALIFORNIA COMMUNITY COLLEGES**

**ACADEMIC AFFAIRS DIVISION
INSTRUCTIONAL PROGRAMS AND SERVICES UNIT**

***Career Advancement Academy
Planning Grant***

**REQUEST FOR APPLICATIONS SPECIFICATIONS
RFA 06-0104
INSTRUCTIONS, TERMS AND CONDITIONS**



Program and Funding Fiscal Year: 2006-2007

DUE DATE: NO LATER THAN 5 P.M. FEBRUARY 22, 2007

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RFA SPECIFICATIONS FOR NEW PLANNING GRANT

The grant awards through this RFA Specification are for three planning grants. This document contains general specifications, general instructions, procedures, format and timelines for submitting project applications to the Chancellor's Office of the California Community Colleges.

RFA Specification Number:	06-0104
RFA Specification Title:	Career Advancement Academy Planning Grant
Program Division:	Academic Affairs
Division Vice Chancellor:	Carole Bogue-Feinour
Program Staff Contact:	Ken Nather
Funding Performance Period:	April, 1, 2007 – September 30, 2007
Funding Category:	SB 70
Total Amount Available:	\$150,000
Award Amount:	\$50,000
Required Match	No match required
Number of Awards:	Three (3) Planning Grants

I. Introduction and Scope

The Governor's 2006-07 Budget appropriated \$20 million funds for the Career Technical Education Program for the purpose of aligning career-technical education curriculum between K-12 and community colleges in targeted industry-driven programs. The overall goal of these funds is to strengthen California's workforce development efforts by linking the State's investment in economic development with the State's investment in public instruction and other significant public investments.

The intent of the **Career Advancement Academy (CAA) Programs RFA** is to fund projects that will establish pipelines for undereducated, underemployed youth and young adults who will have the opportunity to increase their performance levels in reading, writing and mathematics, and obtain career technical training skills that will lead to careers and additional higher education opportunities. (Please refer to RFA #: 06-0091 which can be found at:

http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/06-0091%20CCAP%20RFA%20REVISED%20FINAL%2012-08-06.doc

Funding for the Career Advancement Academy grants will be made available on July 1, 2007. To assist in ensuring that the Career Advancement Academy grants are both operational and productive in the first months of the project, this

RFA (number 06-0104) provides funds for three planning grants to be awarded to the successful recipients of the primary Career Advancement Academy grants. The planning grants will allow the successful recipients to form and stabilize the project partnerships and develop operational procedures, recruitment strategies, and marketing efforts so that the targeted student population can more readily be served at the commencement of the project.

II. Categories for Which Funding is Available

The following category is available for funding in this RFA:

Specification Number	Specification Title	Number of Grants Available	Funds Available per Grant	Term of Grant
06-0104	Career Advancement Academy Planning Grant	3	\$50,000	Six Months

This Request for Applications (RFA) Specification describes the project requirements for applications for the Career Advancement Academy Planning Grant. The Instructions contain the required elements for the applications and must be followed in developing the proposals and implementing the projects.

III. Eligibility/Fiscal Agents

Only California Community College districts are eligible to be the fiscal agents for these grants.

IV. 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.

The contact person for the Instructions for this RFA is Ken Nather, (916) 322-9048, or knather@cccco.edu

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 five years after the project's financial statements have been closed.

V. Application Format and Instructions

The following instructions prescribe the format and sequence for the development and presentation of the application. Applicants are expected to use the forms provided, except where a narrative format is required, and the RFA Specification to prepare the project applications. (A list of the required application forms is shown on page 14.) Forms are available for download at:

http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm

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.

All narrative portions of the grant application should be in 12 point font or larger, with minimum 1" margins.

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.

The following list constitutes the entire grant packet to be submitted to the Chancellor's Office by **5:00 p.m. on Thursday, February 22, 2007**:

A. Face Sheet

Complete the Grant Agreement Face Sheet.

B. Contact Page

Complete the Contact Page.

C. Application Collaborative Data Sheet

Complete the Application Collaborative Data Sheet, listing all partners in the project and the role they will play in the implementation of the project. All partners must play an active role in the project. All partners must sign the Application Collaborative Data Sheet.

D. Application Abstract

Use the Abstract Page. The Abstract should concisely summarize the entire application and must not exceed the space on the front of the form. Include statements on the objectives, procedures, expected contribution or impact on the funding priorities of the RFA Specification, and deliverables (products/services/outcomes).

E. 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.

F. Need Section

1. Purpose

This RFA will fund projects that form a collaborative, composed of at least one community college and local businesses and identified program partners, for the purpose of planning the initial operational and programmatic processes, procedures and strategies for the Career Advancement Academy grant.

2. Completion of Need Section (Justification for Project)

PLEASE LIMIT TO TWO PAGES

Provide a narrative statement that concisely describes the need for the proposed project. Pertinent information must include evidence that the Career Advancement Academy partners will work cooperatively to establish the preliminary processes, procedures and operational infrastructure to effectively launch the activities of the primary grant activity

G. Workplan (Use the Workplan Form)

PLEASE LIMIT TO FIVE PAGES

Use the Workplan form that is available online at http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm to outline the sequence of objectives, activities, measurable outcomes, and responsible persons.

1. Minimum Required Objectives

Develop project-specific objectives, including the Minimum Required Objectives as stated below, for planning to develop and implement the Career Advancement Academy project.

- a) Provide evidence that the planned actions will generate sufficient support and interest from the local and regional communities to effectively launch the Career Advancement Academy.
- b) Demonstrate that planning activities meet the needs of the targeted student populations and regional business and labor market demand.
- c) Identify the operational, educational and financial resources and student support services necessary to offer a comprehensive Career Advancement Academy project.

2. Minimum Required Activities

The following are the Minimum Required Activities that will be required if the grant is awarded. Others may be added as necessary to meet project objectives. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

- a) Gather information from business and industry in the specific service area in order to document labor market demand for students who will enroll in the Career Advancement Academy.
- b) Determine the necessary steps to develop, implement and sustain the Career Advancement Academy project. The final report should include a timeline showing when these steps will be completed. Timelines with target months of completion for project objectives are preferable to specific dates.
- c) Identify data needed to evaluate long-term project results. Describe methodology for collecting and analyzing the data.
- d) Develop a marketing plan to inform potential students about the Career Advancement Academy opportunities that will be offered on the community college campus or campuses.

3. Measurable Outcomes

Outcomes should clearly link to the Minimum Required Objectives and Activities, as well as to any additional objectives and activities which were added during the planning process. Describe the

outcomes in qualitative and quantitative terms. Identify both short-term and long-term outcomes/results.

H. Reporting

SB 70 requires the Chancellor's Office implement accountability measures and provides a report to the legislature. To provide information, the Chancellor's Office will require that projects report on activities and expenditures at the end of the planning grant.

Grantees are expected to report on outcomes, events, and/or projects that need to be completed in order to implement and sustain the Career Advancement Academy, such as:

- New partnership agreements developed
- Outreach efforts to the community and educational segments
- Planning meetings held and topics discussed that directly relate to the implementation of the Career Advancement Academy
- New, innovative outreach and recruitment methods developed that respond to business and industry labor market demand
- Plans developed for providing student services to the students enrolled in the Career Advancement Academy offered on the community college campus or campuses

I. Project Management

1. Organization:

- Provide a description of the partners/participants in the project that includes information about collaborative projects that have been completed in the past
- Indicate which entity or entities will take the lead role(s) in the Career Advancement Academy project and describe the roles of each of the other partners. Include an organizational chart showing the structure of the project accountability.
- Describe the capacity and commitment of each institution that will support the Career Advancement Academy project.
- Describe the organizational management and lines of accountability of the Career Advancement Academy project.
- Describe the provisions for accountability of expected results, methods of accounting and reporting, and the process for monitoring progress.
- For activities such as curriculum development, staff development or other career-focused professional matters, describe how the

community college faculty will be involved in the planning and implementation of the Career Advancement Academy project.

- Describe the procedures in place for facilitating administration of the project, such as how performance information will be used to improve management and outcomes of the Career Advancement Academy project.
- Describe the strategy for implementation after the funding period is over for the Career Advancement Academy.

J. Application Budget Forms

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 use the budget form and follow the guidelines and procedures for the budget described in the Instructions. All applicants must complete the Application Budget Summary form, which is available at http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm.

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 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.

Program funds are to be used for direct services to the project only. The community college participating in the collaborative may utilize the grant of fifty thousand dollars (\$50,000) for related expenses, such as planning meetings, conducting research and preparing marketing materials for distribution.

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.

1. Equipment Purchases

Equipment purchases must be justified as dedicated and necessary to successful implementation of the project, and **may not exceed 25% of total grant funds**. Applicants intending to purchase equipment must justify the purchase in terms of the intended usage of the equipment and its accessibility to multiple

users. (Note: See Article II, paragraph 19, in Appendix B regarding property purchased with program funds.)

2. 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.

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.

3. 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: $\$50,000/1.04 = \$48,077$ (direct costs)

Total grant: $\$50,000 = \$48,077$ (direct costs) + $\$1,923$ (indirect)

K. Applications should be addressed to:

Ken Nather
California Community Colleges
Academic Affairs Division
1102 Q Street
Sacramento, CA 95814-6511

Attention: Career Advancement Academy Planning Grant
RFA# 06-0104
Application Enclosed

VI. Rejection of Applications

Chancellor's Office reserves the right to reject any and all applications received. The application shall be rejected prior to scoring if,

- A.** The application is received at the Chancellor's Office later than 5 p.m. on Thursday, February 22, 2007. 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 the application only if the district provides evidence that the carrier guaranteed delivery and was responsible for failing to make the delivery by the deadline.)*
- B.** The application does not identify the RFA Specification Number and cannot be readily ascertained.
- C.** The application received does not include the proper number of originals (3) and the number of copies (5), or the originals are not signed **in ink other than black.**

VII. Calendar Of Key Dates (Date are subject to change by the Chancellor's Office.)

Deadline for submitting applications	Thursday, February 22, 2007, 5 p.m.
Reading of applications	March 1 – 2, 2007
Notification of Intent to Award	March 7, 2007
Appeal deadline	March 21, 2007
Planning Grant Commencement	April 1, 2007

Reporting Dates:

Final Report and Final Expenditure Statement	October 31, 2007
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Application Submission Checklist

All forms are available at

http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm

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 (3) originals (signed by Chief Business Officer/Designee) and 5 copies. **Use an ink color other than black for signatures.**
- ☐ Face Sheet
- ☐ Contact Page
- ☐ Application collaborative data sheet
- ☐ Abstract Page
- ☐ Table of Contents
- ☐ Need Statement
- ☐ Response
- ☐ Project Workplan
 - ☐ Objectives
 - ☐ Activities
 - ☐ Outcomes
 - ☐ Timeline
 - ☐ Responsible Persons
- ☐ Project Management Plan
- ☐ Dissemination Plan
- ☐ Application Budget Summary
- ☐ Application Budget Detail Sheet – Program funds
- ☐ Staple completed packets in upper left corner

Appendix A

Forms Required for Grant Application With Instructions

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

Chancellor's Office California Community Colleges	District: _____ College: _____ RFA Specification Number: 06-0104
I. Grant Agreement Career Advancement Academy Planning Grant	<div style="background-color: yellow; text-align: center; padding: 2px;">TO BE COMPLETED BY COCCC</div> Grant Is Renewable: No First Year Funded: _____ Maximum Period for which funding is available: <u>Six Months</u> Grant Agreement No.: _____ Date: _____ Amount Encumbered: <u>\$ 50,000</u>

This grant is made and entered into, by and between, the Chancellor's Office of the California Community Colleges, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA Specification; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 12/06 and II, Rev. 10/06), as set forth in the RFA Instructions. All of these items are incorporated into this grant by reference.

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

The term of this grant shall be from **April 1, 2007**, to and including **October 31, 2007**. All performance under this grant shall be completed by **September 30, 2007**, except for the submission of any Final Report that may be required by Article I of the Grant Agreement.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

STATE OF CALIFORNIA				GRANTEE	
Item	Chapter	Statute	Fiscal Year		Total
6870-101-0001 (20)	47	2006	2006-2007	Grant Funds Requested:	\$ 50,000
				Total Match Funds, if Applicable:	\$ N/A
Object of Expenditure (<i>Code and Title</i>) 233 751 27010				Project Director	
Signature, Accounting Officer (<i>or authorized Designee</i>) April Lovan-Martinez				District (Grantee) Address	
Project Monitor					
Agency Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95814-6511					
Signature, Executive Vice Chancellor (<i>or authorized Designee</i>)			Date	Signature, Chief Executive Officer (<i>or authorized Designee</i>) Date	
Printed Name of Person Signing Steve Bruckman				Printed Name of Person Signing	
Title Executive Vice Chancellor				Title	

Chancellor's Office
California Community Colleges

District: _____

College: _____

RFA Specification Number: 06-0104

CONTACT PAGE

Funding Source(s): _____

RFA Specification Title: _____

Facility: _____

Address: _____

City: _____ State: _____ Zip+4: _____

District Superintendent/President (or authorized Designee)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Responsible Administrator (Appropriate Program Area – Cannot be the same as Project Director)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Project Director (Person responsible for conducting the daily operation of the grant)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Business Officer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Grant Writer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

Fax: (____) _____ E-Mail Address: _____

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: **06-0104**

APPLICATION COLLABORATIVE DATA SHEET

Complete the following information for each partner in the collaborative including the four-year institution(s). Use additional sheets if required. Attach this form directly behind the Contact Page.

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Project Contact: _____		Phone: () _____	
Amount of dollars contributed to project: \$ _____			
Role of the entity in the collaborative: _____			

Signature of authorizing individual: _____			

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Project Contact: _____		Phone: () _____	
Amount of dollars contributed to project: \$ _____			
Role of the entity in the collaborative: _____			

Signature of authorizing individual: _____			

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Project Contact: _____		Phone: () _____	
Amount of dollars contributed to project: \$ _____			
Role of the entity in the collaborative: _____			

Signature of authorizing individual: _____			

Application collaborative data sheet (*Continued*)

System Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: **06-0104**

<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: ()</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the collaborative: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>
<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: ()</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the collaborative: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>
<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: ()</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the collaborative: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>

Chancellor’s Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: 06-0104

ABSTRACT PAGE

**Chancellor's Office
California Community Colleges**

Application Budget Summary

District/College:			RFA Specification No.: 06-0104	
Contact Name			Telephone No.:	
Email Address			Fax No.:	
Object of Expenditure	Classification	Line	Total Program Budget	Expenditures to Date
1000	Instructional Salaries *	1		
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and Materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs¹		8	-	
Total Indirect Costs (4% of line 8)		9		
Total Project Costs		10	-	

☐ Check this box if you are requesting a payment for the expenditures reported in this statement.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with applicable State and federal regulations.

Project Director Name/Title

(Authorized Signature)

Date

District Chief Business Officer

(Authorized Signature)

Date

* Note: For the purposes of this grant, Instructional Salaries will not apply.

**Chancellor's Office
California Community Colleges**

RFA Specification Number: 06-0104

Application Budget Detail Sheet

District: _____

College: _____

		Program Year:
		Source of Funds:
Object of Expenditure	Classification	Year-to-Date Expenditures
Total Direct Costs:		-
Total Indirect Costs (4% of Direct Costs):		-
Total Project Costs:		-

Application Workplan Instructions

The workplan is the statement of work for the proposed project, which is to develop a partnership to offer baccalaureate degrees at a community college campus or campuses. The form outlines the project's objectives, activities, outcomes, timelines, and responsible individuals. The workplan also serves as the major foundation for linking the various pieces of the proposal. Thus, it is important that objectives of the work plan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

Objectives Section

The objectives should serve the major goals that will implement the project. Proposed project objectives should be based on the scope of the proposed project while remaining consistent with the Objectives of the RFA Specification. The RFA Specification has identified the Minimum Required Objectives. The applicant must address these objectives for the project. Additional project objectives may be added. Objectives must be itemized and stated in measurable terms. The project objectives must be performance-based. Add any performance measures that will have an overall impact of the project on the region.

List one objective per form, along with corresponding activities, measurable outcomes, timelines, and responsible individuals. Label the objectives in sequential order: Objective #1.0 at the top of page one; Objective #2.0 at the top of page two, and so forth. Additional pages of the form will be needed to address all of the project objectives.

Activities Section

Project activities are the tasks that need to be completed in order to achieve the project objectives. Activities and tasks are the basic steps that need to be taken to implement the project and to achieve results. Objectives and Activities should naturally link to outcomes. Major activities and tasks should be outlined in the activities section of the work plan for each objective. The RFA Specification identifies Minimum Required Activities. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

List all major activities associated with each objective. Each objective should be numbered in sequential order as outlined above.

Measurable Outcomes Section

Each objective should result in measurable outcomes that clearly link to the objectives and activities. Describe the outcomes in qualitative and quantitative terms. Address any performance outcomes unique to this project that will result from the implementation of the objectives and activities listed in the Workplan.

Example:

Objective: Develop a marketing plan to prospective students about the Career Advancement Academy project will be offered by the community college campus and local partners.

Outcome: The Career Advancement Academy project will publish an advertisement in newspaper(s) that are distributed in the service area of the community college campus where students will attend classes.

Timeline Section

Provide a calendar of projected completion dates for key activities within the first year of the project. Target months of completion for project objectives are preferable to specific dates. The final report will include a full timeline of activities leading to the implementation of the Career Advancement Academy Planning Grant.

Responsible Persons Section

Identify, by position, the individuals responsible for completing key activities. Partners from other entities should be included.

**Chancellor's Office
California Community Colleges**

Application Workplan

District: _____

College: _____

RFA Specification No.: 06-0104

Objective: (Based on RFA Specification) (Only one objective per page. Duplicate form as needed.)

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Persons

Final Report Narrative and Instructions

As a condition of an agreement for the receipt of a grant under this provision, the final report must include a contingency plan that will ensure that every student who enrolls in the baccalaureate degree program offered by the four-year institution on the community college campus or campuses, prior to an announcement of the termination of the collaborative, has an opportunity to complete the coursework necessary to obtain a baccalaureate degree on the participating community college campus.

- a) Describe the extent to which your project contributed to meeting the needs identified in the application.
- b) Using the workplan submitted with your grant application, report on the status of the proposed performance objectives and outcomes at the end of the first year.
- c) Describe the objectives, outcomes and activities that were identified in order to implement and sustain the Career Advancement Academy project on the community college campus or campuses.
- d) Provide a detailed timeline of the necessary steps to develop, implement and sustain the Career Advancement Academy project.
- e) Provide an assessment of the capacity of the partner institutions to develop, implement and sustain the Career Advancement Academy project. What aspects of implementing the project will be easily achieved? What difficulties might arise?
- f) E-mail an electronic copy of the narrative to the Project Monitor.

Final Report Narrative

Grant Agreement Number: 06-0104-_____

District: _____

College: _____

Contact Name: _____ Phone Number: (____) _____

Email Address: _____

Final Report Expenditure Statement

District/College:			Grant Agreement Number: 06-0104-_____	
Contact Name			Telephone No.:	
Email Address			Fax No.:	
Object of Expenditure	Classification	Line	Total Program Budget	Expenditures to Date
1000	Instructional Salaries *	1		
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and Materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs¹		8	-	
Total Indirect Costs (4% of line 8)		9		
Total Project Costs		10	-	

☐ Check this box if you are requesting a payment for the expenditures reported in this statement.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with applicable State and federal regulations.

Project Director Name/Title

(Authorized Signature)

Date

District Chief Business Officer

(Authorized Signature)

Date

* Note: For the purposes of this grant, Instructional Salaries will not apply.

Appendix B

Legal Terms and Conditions

Articles I and II

Appendix B

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I (Revised 12/06)

Career Advancement Academy Planning Grant Specific Legal Terms and Conditions

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:

- An advance payment of 60 percent of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant is fully executed.
- Forty percent (40%) of the total amount of the Grant Agreement will be held until the Final Performance and Expenditures Reports are received. If the total expenditure of funds is less than the payments issued to date, 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. 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

The Chancellor's Office must evaluate the impact of projects funded with California Community Colleges Career Advancement Academy Planning Grant funds. Therefore, the grantee must prepare and submit 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. Final Reports

There are two parts to the Final Report due October 31, 2007. Both parts must be received by the Chancellor's Office in order for the grantee to receive the final grant payment. The complete Final Report must be received before the final payment will be made.

1. Final Report of Expenditures (Excel form available online)
Two copies of the Final Report of Expenditures must be received by the Chancellor's Office for approval no later than October 31, 2007, or Thirty days following the last day of the performance period specified on the grant face sheet.
2. Narrative Summary
(See "Final Report Narrative and Instructions" in Appendix A, and "Reporting Requirements" and "Measurable Outcomes" in the RFA Specification)

Two copies of a narrative summary, which includes all information requested in Appendix A and the Reporting Requirements and Measurable Outcomes sections of the RFA Specification, must be sent to the

Chancellor's Office for approval no later than sixty days following the last day of the performance period specified on the grant face sheet. An electronic copy of the narrative must also be e-mailed to the project monitor.

4. Product Dissemination

Any products developed as a result of this grant must be made available to the project monitor upon request and posted to a website location to be determined by the Chancellor's Office.

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 95814. 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.

II.

- 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.

III.

- 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.