



California Community Colleges Chancellor's Office

**Division of Educational Services**

# **Request for Applications (RFA)**

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## **Program**

Zero-Textbook-Cost Degree Grant Program

## **RFA Specification Number**

16-066 Planning

16-080 Implementation

## **Program and Funding Fiscal Year**

Program FY 16/17 to 18/19

Funding FY 16/17

## **Funding Source**

Proposition 98 General Fund

## **Application Deadline**

Applications must be received at the Chancellor's Office by:

**5:00 p.m. PST on Monday, December 12, 2016**

## **Questions Deadline**

Written questions concerning the specifications in this Request for Applications must be submitted by email to [sricksal@cccco.edu](mailto:sricksal@cccco.edu) by **5:00 p.m. PST on Monday, November 7, 2016**

## **Application Workshops/Webinar**

The Chancellor's Office is conducting a Technical Assistance Webinar to assist applicants with technical questions for inclusion in their funding applications. Please see page 13 for details on date and registration information.

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## California Community Colleges Chancellor's Office

<b>RFA Specification Number:</b>	<b>16-066</b>
<b>RFA Title:</b>	Zero-Textbook-Cost Degree Grant Program
<b>Program Division:</b>	Academic Affairs
<b>Division Vice Chancellor:</b>	Pamela D. Walker
<b>Division Dean:</b>	LeBaron Woodyard
<b>Program Staff Contact:</b>	Stephanie Ricks-Albert
<b>Funding Period:</b>	Planning Grant January 1, 2017 – September 30, 2017
<b>Funding Source:</b>	Proposition 98 – General Funds
<b>Total Funding Available</b>	\$735,000.
<b>Required Match</b>	No match required
<b>Eligible Applicants</b>	California Community Colleges within a California Community College District
<b>Maximum Award Amount</b>	Up to \$35,000 for Planning Grants
<b>Award Periods and the Number of Awards:</b>	<u>Performance Period:</u> 9 months January 1, 2017 - September 30, 2017  <u>Number of Awards:</u> At least 21 awards  (The maximum and minimum number of awards will be determined by the number of applications in each category; and the applications selected in rank order in each category until all funds are allocated.)

California Community Colleges Chancellor's Office

<b>RFA Specification Number:</b>	<b>16-080</b>
<b>RFA Title:</b>	Zero-Textbook-Cost Degree Grant Program
<b>Program Division:</b>	Academic Affairs
<b>Division Vice Chancellor:</b>	Pamela D. Walker
<b>Division Dean:</b>	LeBaron Woodyard
<b>Program Staff Contact:</b>	Stephanie Ricks-Albert
<b>Funding Period:</b>	Implementation Grant January 1, 2017 – December 31, 2017
<b>Funding Source:</b>	Proposition 98 – General Funds
<b>Total Funding Available</b>	\$600,000.
<b>Required Match</b>	No match required
<b>Eligible Applicants</b>	California Community Colleges within a California Community College District
<b>Maximum Award Amount</b>	Up to \$150,000 for Implementation Grants
<b>Award Periods and the Number of Awards:</b>	<u>Performance Period:</u> 12 months January 17, 2017 to December 31, 2017  <u>Number of Awards:</u> At least 4 awards  (The maximum and minimum number of awards will be determined by the number of applications in each category; the applications selected in rank order in each category until all funds are allocated.)

## **Instructions and Specifications for the RFA for the Community Colleges Zero-Textbook-Cost Degree Grant Program**

### **A. Introduction**

The cost of higher education is having a negative impact on access and success of students. In some educational settings, the cost of textbooks approaches or even exceeds the cost of tuition. Existing research by the Student Public Interest Research Group (2014) indicates that the average U.S. college student now spends \$1,200 each year on textbooks and other course materials in addition to tuition. The research demonstrates that these costs are hindering lower income students from attending college and are therefore limiting access. In addition, the research shows a majority of currently enrolled college students actually base course selection decisions on textbook prices and avoid courses with expensive content. Other research studies have identified positive correlations between student finances and student persistence (Stratton, 2007). In a November 2011 policy paper, the Center for College Affordability and Productivity (CCAP) found that the cost books and supplies, not tuition and fees, represent the largest cost increase for postsecondary students receiving aid and grants.

In September of 2008, Assembly Bill (AB) 2261 was signed into law by Governor Schwarzenegger enabling the California community colleges to integrate open educational resources (OER) into the core curriculum. AB 2261 authorized the Board of Governors of the California Community Colleges “to establish a pilot program to provide faculty and staff from community college districts around the state with the information, methods, and instructional materials to establish open education resources centers. In response to AB 2261, a memorandum of understanding between the Chancellor’s Office of the California Community Colleges and Foothill College establishes a pilot program, titled “Open Educational Resources Center for California” (OERCC).

In 2012 the Legislature passed and Governor Brown signed into law Senate Bill (SB) 1052 (Steinberg) and SB 1053 (Steinberg) establishing the “California Open Education Resources Council” (COERC), comprised of faculty leaders from the University of California, California State University, and California Community Colleges systems and the California Digital Open Source Library, designed to serve as a statewide repository for high quality, digital open source textbooks and related materials. AB 798 (Bonilla, 2015) further charged COERC providing grants to colleges in the CSU and CCC systems that chose to adopt OER materials in course sections. Those grants were distributed in fall 2016.

In the interest of continuing these efforts, the California Legislature established Zero-Textbook-Cost Degree Program in 2016 to improve student access and success. Section 78052(a) of the California Education Code states, “It is the intent of the Legislature that community college districts develop and implement zero-textbook-cost degrees to reduce the overall cost of education for students and decrease the time it takes students to complete degree programs. This program is consistent with existing legislative policy and fiscal investments in the development and implementation of Open

Education Resources (OER) in California Higher Education including the California Community Colleges System.

This document contains general instructions, procedures, formats, and timelines for submitting project applications for the Zero-Textbook-Cost Degree Program to the California Community Colleges Chancellor's Office.

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

These are one-time grant funds to be distributed as follows:

- The purpose of these grants is to enable colleges receiving an award to develop and/or implement associate degrees and career technical education certificate programs earned entirely by completing courses that eliminate conventional textbook costs by using alternative instructional materials and methodologies.
- It is the intent of the Legislature that community college districts develop and implement zero-textbook-cost degrees to reduce the overall cost of education for students and decrease the time it takes students to complete degree programs
- There are two performance periods within this RFA process. The first performance period is for planning grants. The second performance period is for implementation grants.
- The maximum award amount of each planning grant is limited to \$35,000.
- The maximum award amount of each implementation grant is limited to \$150,000.

## **B. Definitions**

- "Open Educational Resources" means high-quality teaching, learning, and research resources that reside in the public domain or have been released pursuant to an intellectual property license that permits their free use and repurposing by others, and may include other resources that are legally available and free of cost to students. OER include, but are not limited to, full courses, course materials, modules, textbooks, faculty-created content, streaming videos, tests, software, and any other tools, materials, or techniques used to support access to knowledge.
- "Zero-textbook-cost degrees" means community college associate degrees or career technical education certificates earned entirely by completing courses that eliminate conventional textbook costs by using alternative instructional materials and methodologies, including open educational resources. Discretionary student printing of instructional materials shall not be considered a cost as part of this program.

### **C. Eligibility**

Colleges must agree to the following standards and conditions to be eligible to apply:

- Only California Community Colleges within a California Community College District may apply.
- Community colleges within a district will be allowed to submit only one application within a category (planning and implementation) per award period per college.
- To avoid duplication of effort and ensure the development and implementation of the greatest number of degrees for the benefit of the greatest number of students a grant cannot result in the development or implementation of duplicate degrees for a subject matter within the college.
- Plans must be developed in consultation with campus academic senates.
- Grant recipients may use funds to obtain professional development and technical assistance to assist in the development of the degrees.

The Chancellor's Office reserves the right to make the final selection of the projects. This RFA may be reissued until all funds are allocated.

## D. Category for Which Funding Is Available

### Planning Grants

Planning grants are designed to provide colleges with resources to plan for the development of a Zero-Textbook-Cost Degree. These funds are to assist colleges with research, professional development, meetings, coordination, and other resources and activities that are required to organize and discuss the components of adapting/creating these degrees and/or certificates. Colleges selected to receive planning grants will have the opportunity to compete for implementation grants but are not assured of receiving an implementation grant.

- Planning grants will be awarded for 9 months
- First Award performance period is January 1, 2017 – September 30, 2017

Specification Number	Specification Title	Number of Grants Available	Funds Available per Grant	Term of Grant
16-066	Zero-Textbook-Cost Degree Grant Program	The maximum number of awards will be determined by the award amount of the grants until all funds are allocated to eligible proposals.	Up to \$35,000 for planning grants	9 months for planning grants

### Implementation Grants

Implementation grants are designed to enable a college to implement a Zero-Textbook-Cost Degree. Colleges pursuing these grants have either completed a planning grant process through the Zero-Textbook-Cost Degree Grant Program Request for Application 16-080 or have explored the development of these degrees through other grant programs or the use of local funds.

- Implementation grants will be awarded for 12 months
- Award performance period is January 1, 2017 – December 31, 2017

Specification Number	Specification Title	Number of Grants Available	Funds Available per Grant	Term of Grant
16-080	Zero-Textbook-Cost Degree Grant Program	The maximum number of awards will be determined by the award amount of the grants until all funds are allocated to eligible proposals.	Up to \$150,000 for implementation grants.	12 months for implementation grants

The Chancellor's Office retains sole discretion in the awarding of this grant.

### **E. Outcomes for Each Project**

Each application (plan) must demonstrate a clear strategy for ensuring that the outcomes described below occur within the term of the grant:

1. Open educational resources and zero-textbook-cost degrees developed by a community college district pursuant to this provision shall make the applicable course materials and curriculum available to all community college districts through the online clearing-house of information identified in the 2016 California Budget Bill Act, SB 826, Provision 10 (b)(4)(B).

*(B) Funding available pursuant to this paragraph may be utilized by the chancellor to coordinate with community college districts to develop and disseminate effective practices through the establishment of an on-line clearinghouse of information. The development of effective practices shall include, but not be limited to, statewide priorities such as the development of educational programs or courses for the incarcerated adults in prisons and jails, and the formerly incarcerated, educational programs or courses for California Conservation Corps members, and other effective practices. The online clearinghouse of information shall also reflect effective practices, guidance, policies, curriculum, courses, and programs developed by local community colleges in support of the Strong Workforce Program established pursuant to Part 54.5 (commencing with Section 88820) of Division 7 of Title 3 of the California Education Code.*

2. Develop degrees with consideration for sustainability after grant funding is exhausted, including how content is updated and presented.
3. Ensure compliance with the federal Americans with Disabilities Act (Public Law 104-197) and the federal Copyright Act of 1976 (Public Law 94-553).

### **F. Objectives/Areas of Allowable Expenditure**

In the application, colleges must address the following objectives:

1. Develop and implement a degree from an existing associate degree or develop and implement a new or existing career technical education certificate program that has high value in the regional market, as a zero-textbook-cost certificate program.
2. Prioritize the development and implementation of a degree from an existing associate degree for transfer.

3. Prioritize the adaption of existing open educational resources through existing open educational resources initiatives, or elsewhere, before creating new content.
4. Develop and implement a minimum of one degree for each grant received.
5. Develop and implement a degree that other community college districts can use or adapt, and post each degree, and the contents of the degree, on the online clearinghouse of information established pursuant to Item 6870-101-0001 of the Budget Act of 2016, or a successor Internet Web site.
6. All open educational resources used as learning materials for a degree developed pursuant to this section shall be added to the California Digital Open Source Library.
7. Testing and assessment materials posted online pursuant to this paragraph shall be safeguarded to maintain the integrity of those materials. This objective shall not be construed to prohibit faculty from providing sample test and assessment materials to students.
8. Ensure faculty shall have flexibility to update and customize degree content as necessary within the parameters of this program.
9. Ensure that the degree developed and implemented is clearly identified in college catalogs and in class schedules.
10. Provide the chancellor with all planning and outcome information that the chancellor determines necessary.
11. Consult with the local academic senate of a college that would implement a degree.
12. Use a multimember team approach, to develop and implement a degree pursuant to this section, that includes faculty, college administrators, and other content-focused staff, including, but not limited to, librarians, instructional designers, and technology experts, from the campus that would implement the degree, other colleges of the community college system, and interested campuses of the California State University and the University of California. Grant recipients may use funds to obtain professional development and technical assistance to assist in the development of degrees.

## **G. Application 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 application and will be posted on Chancellor's Office

website. The Chancellor's Office shall not be responsible for failure of an applicant not having the most current information.

The contact for this application is Stephanie Ricks-Albert; she can be reached by phone at (916) 323-3093 or by email at [sricksal@cccco.edu](mailto:sricksal@cccco.edu).

## **H. Application Format and Instructions**

The following instructions prescribe the format and sequence for the development and presentation of the application. All questions must be answered and all requested data must be supplied. All narrative portions of the application should be in 12 point, Arial font, single spaced, and with minimum 1" margins. There can be a one-page application cover.

Applications in response to this RFA should propose developing and implementing associate degrees and career technical education certificate programs earned entirely by completing courses that eliminate conventional textbook costs by using alternative instructional materials and methodologies.

### **1. Table of Contents**

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

### **2. Need (Statement of Problem) Please limit to four pages**

In a narrative format, concisely and clearly describe the college's need for the *Zero-Textbook-Cost Degree Grant Program* that includes the following:

- a. Description of the problem that this proposed degree or certificate program will be addressing related to textbook costs for local students.
- b. Description of the college and district, including demographics, regional characteristics, enrollment data, and experience working with open education resources over the last five years.
- c. Evaluation of the college's efforts; resources, and support in addressing the needs of students using open education resources.

### **3. Response to the Need Please limit to six pages**

In a narrative format, address the college's response to the need for the *Zero-Textbook-Cost Degree Grant Program*. Describe how this proposal develops, enhances, improves, or expands existing college efforts.

Each application plan must do the following:

- a. Describe the community college's current practices with regard to the text book cost and the college's effort on selected practices and its readiness to implement these methods.
- b. Articulate targets for the number of students projected to be served by the degree or certificate over a three-year period after implementation.
- c. Identify key strategies and implementation benchmarks for evaluating the progress of campus efforts to implement the selected degree or certificate.
- e. Detail the number of campus faculty likely to be involved in all selected courses and sections of the plan for the degree or certificate.
- f. Describe how the grant will leverage existing resources and funds to implement or plan for this degree pathway.

**4. Workplan**

**Use form in Appendix A**

The program workplan has three components. Applications must clearly address all three components which are scored individually.

- a. Workplan - Objectives: Minimum required objectives should be itemized, numbered, and stated in measurable terms in the workplan.
- b. Workplan – Procedures/Activities: The objectives should be linked to procedures with activities, timelines, and responsible person(s).
- c. Workplan – Performance Outcomes: The performance outcomes for each objective must be measurable and quantifiable.

**5. Program Management**

**Please limit to two pages**

- a. Describe your district's capabilities and knowledge in conducting and administering state funded projects. Describe your district's ability to collect and report financial and student performance data as required.
- b. Identify experienced and appropriate program administration and support staff with sufficient time allocated to ensure success for the *Zero-Textbook-Cost Degree Grant Program*.
- c. Provide examples of programs that the college and/or district have successfully implemented which are similar to the proposed *Zero-Textbook-Cost Degree Grant Program*.
- d. Provide an organizational chart for the *Zero-Textbook-Cost Degree Grant Program*.

**6. Application Budget Summary and Detail** **Use forms in Appendix A**

- a. Complete the Application Budget Summary and Detail Sheets. When entering dollar amounts, round off to the nearest dollar. **Do not type cents.**

***Note:** The purpose of the budget is to indicate whether the project is well planned and reasonable in scope. Technical errors in the budget will not necessarily result in a lower score if minor assistance from the Chancellor's Office can correct the error.*

To substantiate the Application Budget Summary, submit a **Budget Detail Sheet** for each funding source. The Budget Detail Sheet lists the cost breakdown of each budget classification amount requested. Indicate specific rates and amounts attributed to requested grant funds.

- b. The indirect administrative costs (overhead) for the *Zero-Textbook-Cost Degree Grant Program* grant funding will be 4% of the total direct costs (line 8 of the application Budget Summary).

Use the following formula to determine indirect costs:

Total grant - (total grant/1.xx) = indirect administrative costs.  
Example (using 4%):  $\$100,000/1.04 = \$96,154$  (direct costs)  
 $\$400,000 = \$384,616$  (direct costs) +  $\$3,846$  (indirect costs)

- c. Failure to provide complete budget information in the format required may result in applications not being reviewed for funding consideration.
- d. The district/college **Chief Business Officer's signature is required** on the Application Budget Summary (any color ink but black).
- e. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. List travel purpose and estimated cost.

**7. Overall Feasibility of the Project**

The reviewers will be making a judgment as to whether the project is realistically capable of attaining the required and proposed outcomes.

***Note:** This section is for readers only and will be determined by what is written in other sections of the application (i.e., narrative, workplan, budget, anticipated outcomes, etc.).*

## 8. Sustainability of the Program

The funding for the Zero-Textbook-Cost Degree Grant Program is one-time funds to be expended over a one-year period. The intent of the program is to reduce textbook costs for students and improve student persistence. The application must demonstrate how the college will sustain the program at the same or higher level after grant funds have expired at the end of the implementation period.

In a separate section labeled “Sustainability of the Program” applications must indicate how the college will achieve sustainability by describing the funding sources, revised policies, and/or reallocation of human resources where applicable.

## 9. Application Procedure

### a. Submission requirements:

Submit three hard copies of the application including required forms (Appendix A) with original signatures (any color ink but black). Staple the application in the upper left-hand corner. Use 8-1/2”x11” white bond paper only. *Please do not use binders or other covers and do not include appendices or other supplemental information unless specified in the Request for Application.*

### **Mail or deliver three hard copies of the applications to:**

Chancellor's Office, California Community Colleges  
Academic Affairs Division  
1102 Q Street, 4<sup>th</sup> Floor,  
Sacramento, CA 95811-6539  
Attn: Stephanie Ricks-Albert

### **AND**

Submit an electronic copy of the entire application in a PDF format via electronic mail (email).

### **Email PDF to:**

Stephanie Ricks-Albert at [eppdunit@cccco.edu](mailto:eppdunit@cccco.edu)

**Three hard copies AND a PDF** of the application must be received in the Chancellor's Office **by 5:00 p.m. PST on Monday December 12, 2016.**

**Note:** *The Chancellor's Office is not liable for any cost incurred by Applicant, and it is up to the Applicant to arrange for proof of delivery or tracking documentation.*

**I. Data Collection and Reporting for Grant Recipients**

Statute enacting the Zero-Textbook-Cost Degree Grant Program established specific data collection and reporting protocols. Under the program, Community College Districts must report the following information (California Ed Code §78052(e)(1)).

These grants are to report all of the following:

1. The number of degrees developed and implemented,
2. The estimated annual savings to students,
3. The number of students who completed a zero-textbook-cost degree program, and
4. Recommendations to increase, expand, or improve the offering of degrees.

**J. Application Technical Assistance Webinar**

To assist colleges with technical questions about this Request for Application the Chancellor’s Office’s will be conducting an online webinar on Monday, November 14<sup>th</sup> from 12:00 – 1:00 PM. The dial in and login information is copied below:

Title: **Zero-Textbook-Cost Degree Grant Program Request for Application Webinar**

Meeting Type: Meet & Confer	Is Your Computer Ready? How to Connect with Your Mobile Device
Meeting Link: <a href="http://www.cccconfer.org/GoToMeeting?SeriesID=f8394dcf-fb36-452e-a94f-3ba915ce8734">http://www.cccconfer.org/GoToMeeting?SeriesID=f8394dcf-fb36-452e-a94f-3ba915ce8734</a>	Dial your telephone conference line: 1-913-312-3202* Participant Passcode: 811158
Meeting Passcode: <b>811158</b>	*Toll free number available: 1-888-886-3951 Participant Conference Feature *6 - Mute/unmute your line
Start Time 11/14/2016 12:00 PM End Time 11/14/2016 01:00 PM	<b>FOR ASSISTANCE</b> CCC Confer Client Services Monday – Friday, 8:00 am - 4:00 pm Phone: 1-760-744-1150 ext 1537 or 1554 Email: <a href="mailto:clientservices@cccconfer.org">clientservices@cccconfer.org</a>

## K. Rejection of Application

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

An application **shall** be automatically rejected if:

- 1) Received at the Chancellor's Office **later** than 5:00 p.m. PST on **Monday, December 12, 2016**. Postmarks will not be accepted.

***Note:** If delivery is late due to commercial carrier, district must provide documentation verifying specified delivery date and time.*

- 2) Incomplete or fails to meet the requirements or specifications.

## L. Rubric/Scoring Criteria

If selected, *Zero-Textbook-Cost Degree Grant Program* applications will be recommended to the Board of Governors (BOG). The following is the scoring rubric and criteria for this RFA. There are a total of 100 base points for the application.

Criteria	Value
Statement of Need	10
Response to the Need	10
Workplan – Objectives	15
Workplan – Procedures Activities	10
Workplan – Performance Outcomes	15
Program Management	15
Budget	5
Sustainability	5
Overall Feasibility of the Project	15
<b>TOTAL BASE POINTS</b>	<b>100</b>

The following are the descriptions of the ranges on how each application will be measured:

**Satisfies all components** (Qualifies to be recommended to the BOG)  
**Score in maximum range: 100 – 70 Points**

The application provides in-depth evidence of abilities defined by the specification, provides specific descriptions of how the requirements will be accomplished, and provides clear, detailed illustrations of a successful *Zero-Textbook-Cost Degree Grant Program*. Applications in this range could be awarded.

**Satisfies few or no components** (Does not qualify to be recommended to the BOG)  
**Score in minimum range: <70 Points**

The application lacks the requirements defined within the application specification. Areas of the application lack description, or the response is significantly deficient concerning the application requirements. Applications in this range will not be awarded.

#### **M. Notification of Intent to Award**

A master list of the scoring results for each of the RFA specifications will be posted on the agency's website along with notification of intent to award those grants listed as "Funded." The notice will be posted for at least 10 business days. If appeals are filed during this period, the grants affected will not be awarded until the appeal is resolved. Final approval of a grant is contingent on the signature of the appropriate official representing the grantee and the Executive Vice Chancellor or his/her designee.

District Superintendent/Chancellors and college presidents will be notified of the intent to award if their application is selected on Friday December 16, 2016. Public notification of selected pilot programs will be posted on the Chancellor's Office website.

#### **N. Grant Appeal Procedures**

An applicant may file an appeal of the proposed grant awards. The appeal must be in writing and be signed by the college president or designee. The appeal must be filed within 10 business days after the date notice of intent to award is posted. Appeals must be filed with the vice chancellor of the division responsible for funding the project (as identified in the RFA). The appeal must specify the grounds of appeal and must be based on the process and/or procedures used in the review and recommendation of applications for awards. The vice chancellor shall review all the information submitted with the appeal, consult with the Legal Affairs Division where necessary, and render a decision within 30 calendar days of the date of receipt of the appeal. The decision of the vice chancellor is final.

**O. Grants Calendar of Dates for this RFA**

<b>Date</b>	<b>Milestone</b>
<b>October 19, 2016</b>	RFA Released
<b>November 7, 2016</b>	Written questions concerning the specifications in this Request for Applications must be submitted by email to <a href="mailto:sricksal@cccco.edu">sricksal@cccco.edu</a> by 5:00 p.m. PST
<b>November 14, 2016</b>	One (1) one-day Online Application Workshop
<b>December 12, 2016</b>	Deadline for Submitting Application
<b>December 14-15, 2016</b>	Proposals Read and Ranked
<b>December 16, 2016</b>	Notification of Intent to Award
<b>December 30, 2016</b>	Appeal Deadline
<b>January 1, 2017</b>	Planning Grants <u>Start</u> Date (Planning Grants are \$35,000 and do not have to go to the Board of Governors because they are under \$100,000)
<b>January 16, 2017</b>	Board of Governors Approval (Implementation Grants over \$100,000)
<b>January 17, 2017</b>	Implementation Grants <u>Start</u> date (Implementation Grants over \$100,000)
<b>September 30, 2017</b>	Planning Grants <u>End</u> Date (9 months performance period)
<b>December 31, 2017</b>	Implementation Grants <u>End</u> date (12 months performance period)

# Appendix A

## Application Forms

1.	Contact Page	A-2
2.	Application Workplan Instructions	A-3
3.	Application Workplan Form	A-4
4.	Application Budget Summary	A-5
5.	Application Budget Detail Sheets	A-7

CHANCELLOR'S OFFICE  
CALIFORNIA COMMUNITY COLLEGES

DISTRICT: \_\_\_\_\_  
COLLEGE: \_\_\_\_\_  
RFA SPECIFICATION NUMBER: **16-XXX**

<h1 style="margin: 0;"><i>CONTACT PAGE</i></h1>	<p>TO BE COMPLETED BY CCCCC</p> <p>Grant Agreement No.: _____</p> <p>Proposal ID No.: _____</p> <p>Funding Status: _____</p> <p>Fiscal Year: _____</p>
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Funding Source(s): \_\_\_\_\_

Project Title: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_ -

**District Superintendent/President** *(or authorized Designee)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**College President** *(or authorized Designee)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Responsible Administrator** *(Appropriate Program Area)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Project Director**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Business Officer** *(or authorized Designee)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**OR Person Responsible for Budget Certification**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Academic Senate** *(or authorized Designee)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

## **APPLICATION WORKPLAN INSTRUCTIONS**

The workplan is the statement of work for the proposed project for the *Zero-Textbook-Cost Degree Grant Program*. 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 workplan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

### **Objectives Section**

Project objectives should be based on the scope of the proposed project while remaining consistent with the Minimum Required Objectives Identified in the RFA. 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.

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 workplan for each objective. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

### **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.

### **Timeline Section**

Provide a calendar of projected completion dates for key activities within the project. Target months of completion for project objectives are preferable to specific dates.

### **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

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Specification Number: \_\_\_\_\_

# APPLICATION ANNUAL WORKPLAN

(BASED ON RFA SPECIFICATION, ONLY ONE OBJECTIVE PER PAGE. DUPLICATE FORM AS NEEDED.)

**OBJECTIVE:** \_\_\_\_\_

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)

Chancellor’s Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Specification Number: \_\_\_\_\_

Object of Expenditure	Classification	Line	Total Grant Budget	Total Apportionment Budget (estimated)
1000	Instructional Salaries*	1		
2000	Non-instructional 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		
<b>Total Direct Costs</b>		<b>8</b>		
<b>Total Indirect (4% of Line 8)</b>		<b>9</b>		Not applicable
<b>Total Program Costs</b>		<b>10</b>		

## APPLICATION BUDGET SUMMARY

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Project Director Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

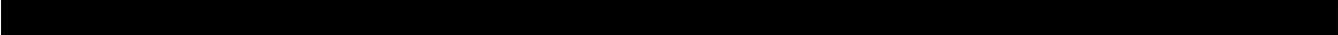
*Authorized Signature*

District Chief Business Officer: \_\_\_\_\_ Date: \_\_\_\_\_

*Authorized Signature*

**\*Note: Grant funding cannot be used for classroom instruction. These costs must be paid through apportionment.**





## ***Appendix B***

### **Grant Reporting Forms and Instructions**

1.	Grant Reporting Instructions	B-2
2.	Quarterly Activity Report	B-3
3.	Quarterly Report Expenditure Statements	B-4
4.	Final Report Narrative	B-5
5.	Final Report Expenditure Statements	B-6

## GRANT REPORTING INSTRUCTIONS

The Grant Quarterly Report consists of two pages, the Quarterly Activity Report and a Quarterly Expenditure Statement. These two forms are within this application.

Complete both pages and note that all information reported must be cumulative.

Failure to submit these reports can result in withholding of funds. When your report is complete, mail two copies and email it to your Project Monitor.

All products developed as a result of this grant must be made available to the Chancellor's Office Project Monitor upon request and posted to a web site location to be determined.

Report must be received by the Chancellor's Office Project Monitor on or before the following deadlines:

Date	Report Type
<b>Planning Grants Reporting Schedule</b>	
April 1, 2017	(quarterly)
July 1, 2017	(quarterly)
October 31, 2017	(Final)
<b>Implementation Grants Reporting Schedule</b>	
April 1, 2017	(quarterly)
July 1, 2017	(quarterly)
September 30, 2017	(quarterly)
January 31, 2018	(Final)

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Chancellor's Office  
California Community Colleges

**District:** \_\_\_\_\_  
**College:** \_\_\_\_\_  
**RFA Specification Number:** \_\_\_\_\_

## QUARTERLY ACTIVITY REPORT

**Contact Name:** \_\_\_\_\_ **Phone Number:** (\_\_\_\_\_) \_\_\_\_\_  
**Email Address:** \_\_\_\_\_ **Fax Number:** (\_\_\_\_\_) \_\_\_\_\_

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Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Specification Number: \_\_\_\_\_

# QUARTERLY EXPENDITURE STATEMENT

Contact Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Object of Expenditure	Classification	Line	Grant Budget Expenditures	Expenditures to Date
1000	Instructional Salaries*	1		
2000	Non-instructional 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		
<b>Total Direct Costs</b>		<b>8</b>		
<b>Total Indirect (4% of Line 8)</b>		<b>9</b>		
<b>Total Program Costs</b>		<b>10</b>		

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

Project Director Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Authorized Signature*

District Chief Business Officer: \_\_\_\_\_

Date: \_\_\_\_\_

*Authorized Signature*

**\*Note: Grant funding cannot be used for classroom instruction. These costs must be paid through apportionment.**

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Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Specification Number: \_\_\_\_\_

## FINAL REPORT NARRATIVE

Contact Name: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

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Chancellor’s Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Specification Number: \_\_\_\_\_

# FINAL REPORT EXPENDITURE STATEMENT

Contact Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Object of Expenditure	Classification	Line	Total Program Budget	Expenditures to Date
1000	Instructional Salaries*	1		
2000	Non-instructional 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		
<b>Total Direct Costs</b>		<b>8</b>		
<b>Total Indirect (4% of Line 8)</b>		<b>9</b>		
<b>Total Program Costs</b>		<b>10</b>		

I authorize this total costs proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with 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 C***

- A. Article I: Program-Specific Legal Terms and Conditions
- B. Article II: Standard Legal Terms and Conditions

Chancellor's Office, California Community Colleges

**GRANT AGREEMENT**

**ARTICLE I**

(For VTEA, FII and other grants commencing July 1st)  
(Effective October 2016)

**Zero-Textbook-Cost Degree Grant Program  
Program-Specific Legal Terms and Conditions**

**1. Cost and Payments**

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

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- A Planning Grantee may submit request up to 40% for progress payments at the time that the July 1, 2017 quarterly report is submitted pursuant to section 3 of this Article. Payment will be made after review and approval of the progress reports by the Chancellor's Office.
- An Implementation Grantee may submit request up to 40% for progress payments at the time that the September 30, 2017 quarterly report is submitted pursuant to section 3 of this Article. Payment will be made after review and approval of the progress reports by the Chancellor's Office.
- For Planning Grantees a final 20% payment will be calculated based on the Final Performance and Expenditure Reports due by October 31, 2017. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.
- For Implementation Grantees a final 20% payment will be calculated based on the Final Performance and Expenditure Reports due by January 31, 2018. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

## **2. 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 Agreement is not affected, and the outcomes of the Grant Agreement 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 Agreement and/or the outcome of the Grant Agreement 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 Project Monitor for approval. 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 following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

Type of Report	Date
<b>Planning Grants Reporting Schedule</b>	
A Quarterly Activity Report and Quarterly Expenditure Reports	April 1, 2017
A Quarterly Activity Report and Quarterly Expenditure Reports	July 1, 2017
A Final Activity Report and Final Expenditure Reports	October 31, 2017
<b>Implementation Grants Reporting Schedule</b>	
A Quarterly Activity Report and Quarterly Expenditure Reports	April 1, 2017
A Quarterly Activity Report and Quarterly Expenditure Reports	July 1, 2017
A Quarterly Activity Report and Quarterly Expenditure Reports	September 30, 2017
A Final Activity Report and Final Expenditure Reports	January 31, 2018

## ARTICLE II

### Standard Legal Terms and Conditions

(Effective May 2014)

#### 1. Work to be Performed

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

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

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

#### 2. Amendments

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

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

### **3. Unenforceable Provision**

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

### **4. Dispute**

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

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

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

### **5. Notice**

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

### **6. Interpretation**

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

## **7. Project Director and Key Personnel**

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

## **8. Project Monitor**

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

## **9. Budget Concerns**

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

amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

## **10. Assignment**

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

## **11. Subcontracts or Subgrants**

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.

- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
  - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs. tit. 5, §§ 18741.1 and 18747.)
  - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
  - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)

- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

## **12. Audit**

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

## **13. Products and Deliverables**

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)

- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

#### **14. Travel**

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

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

#### **15. Standards of Conduct**

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

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

subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.

e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

## 16. Statewide or Regional Projects

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

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

b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.

e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

## **17. Time Is of the Essence**

Time is of the essence in this Grant Agreement.

## **18. Intellectual Property**

a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies

of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

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



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

- deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
  - g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

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

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

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and

any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.

- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
  1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
  2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- 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 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.

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

## **28. Eligibility for Noncitizens**

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

## **29. Nondiscrimination Clause**

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

be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

**30. Accessibility for Persons with Disabilities**

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the

Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

### **31. Drug-Free Workplace Certification**

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

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