

Chancellor's Office
California Community Colleges
Student Services & Special Programs Division

***REQUEST FOR APPLICATIONS
(PHASE 2)
FOR GRANT AWARD
RFA #08-0346***

**Distance Education Captioning & Transcription for
California Community Colleges**

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

RFA Specifications



Applications Deadline: Applications must be at the System Office by 5:00 p.m. on Friday, May 30, 2008
link: <http://www.cccco.edu/SystemOffice/Divisions/StudentServices/DSPS/tabid/616/Default.aspx>

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I. Background

During fiscal year 2000-01, the Board of Governors (BOG) supported a Disabled Students Program and Services (DSP&S) Budget Change Proposal (BCP) to secure resources to address system wide deficiencies cited by the U. S. Department of Education, Office of Civil Rights (OCR) requiring that the California Community College System afford students with disabilities equal and effective access to electronic information [Internet (including web casting and video streaming), 4CNet videoconferencing, satellite technology, and library automation and electronic resources]. A component of the BCP included funding for the captioning of live distance education. Ultimately, the 2000-01 BCP for live captioning of distance education was not funded. The Chancellor's Office continued to pursue this funding during the 2001-02-budget cycle, and the funding was incorporated into the Chancellor's Office Technology II Plan proposal.

This new approach emphasized "direct access" and "universal design" technology strategies for California Community Colleges. The project was entered into as a collaboration effort between the DSP&S Unit and the Academic Affairs and Instructional Resources (AAIR) Unit. The DSP&S program provides support services, specialized instruction, and educational accommodations to students with disabilities so that they can participate as fully and benefit as equitably from the college experience as their non-disabled peers. The AAIR Unit has responsibility for the distance education program and related policies. The Chancellor's Office DSP&S and AAIR Units worked together to develop general guidelines to be used for the fair and equitable distribution of these funds to the community colleges.

As a result, in 2003 the *Captioning of Live Distance Education* grant was awarded to Butte College. For each of the last five fiscal years Butte has operated a program whereby they have worked with colleges and captioning vendors to utilize these grants funds to ensure the accessibility of aural information to all students. The grant was a five-year award, renewed annually, and the current grant expires on June 30, 2008. In November 2007, the list of allowable expenditures was expanded to include captioning of asynchronous video. That service will continue to be an allowable expense in the new grant award, and therefore the grant project has been re-titled "Captioning of Distance Education for California Community Colleges."

II. Scope

The grantee, using these funds, will facilitate the provision of captioning services for any California Community College that elects to participate, via a system of requests made through the grantee. Funds will be distributed in two methods:

- A. Reimbursement to colleges that contract for live and off-line captioning services directly with a captioning vendor of the college's choice; and
- B. A direct charge method whereby the grantee will subcontract with specific, selected vendors and then be billed directly by those vendors, upon the vendor providing the captioning services for the college.

TITLE

**Distance Education Captioning & Transcription for California Community Colleges
2008-2009**

**Chancellor's Office
California Community Colleges**

The grant award through this RFA Specification is to fund the Distance Education Captioning & Transcription for California Community Colleges grant. This document contains specifications on the Purpose of the Use of the Funds, Need, Performance Outcomes, Objectives, Evaluation Design Particulars, Meeting Requirements, Procedures, Format, and Timelines for submitting project applications to the Chancellor's Office of the California Community Colleges.

RFA Specification Number:	08-0346
RFA Title:	Distance Education Captioning & Transcription for California Community Colleges
Program Division:	Student Services
Division Vice Chancellor:	Linda Michalowski
Program Staff Contact:	Scott Berenson
Funding Period:	July 1, 2008 – June 30, 2009
Funding Source:	State Budget Act, DSP&S
Total Funding Available	First year - \$780,000 Subsequent Years - The maximum amount of funding expected for each one of up to four renewals is \$780,000 per year. Subsequent year project funds are subject to final approval of the State Budget.
Required Match	No Match Required
Number of Awards:	One (1)

Purpose/Uses of the Funds

The purpose of this grant is to fund the Distance Education Captioning & Transcription for California Community Colleges grant. The funds will be used to provide assistance to all California community colleges in the facilitation of live and off-line captioning and transcription services through the newly titled, *Distance Education Captioning & Transcription for California Community Colleges* program. The program is intended to aid California community colleges in improving their capacity to serve disabled student populations and, in some instances, the general public, by ensuring the accessibility of aural information. Services will be provided to colleges through a process whereby the grantee contracts with outside captioning vendors (and is billed directly by the vendor) to provide assistance to any community college that elects to use these vendors. In addition, the grantee will establish mechanisms to reimburse colleges that contract for these services directly with a captioning vendor not under contract with the grantee. All requests for reimbursement must meet criteria that will be established by the

Chancellor's Office to ensure that funds distributed to colleges are used to increase access to instructional and educational activities for students with disabilities.

III. Instructions, Terms and Conditions

Please review the Instructions, Terms and Conditions for this RFA and follow them as prescribed. Please review the RFA Specification section for details regarding the *Distance Education Captioning & Transcription for California Community Colleges* grant, and review the Application Forms section for this RFA. All of the forms found in the RFA Specification must be completed correctly in order for an application to be reviewed for possible funding.

This grant award will be awarded under a one-year grant, renewable annually, for up to four renewals. No cash or documented in-kind match is required. An appropriate and reasonable indirect, administrative charge will be allowed.

Need

The California Community College Chancellor's Office needs assistance through a grant to a California community college in the continued operation of the Captioning of Distance Education Program grant that will be re-scoped and renamed to include the captioning of asynchronous and off-line video types. This project is intended to assist the California community colleges in improving their capacities to serve disabled student populations; and in some instances, the general public, by ensuring the accessibility of aural information. There is a need to provide a funding to California community colleges offering distance education instruction; and to accept, analyze, and determine the eligibility of requests for reimbursement of actual costs. All funding distributed to colleges needs to be used to increase access to instructional and educational activities for students with disabilities.

The California Community College Chancellor's Office does not have the staff available to run this project entirely in-house so it is seeking the assistance of the college to provide this service to the colleges and the system.

Objectives

The grantee will provide staff to accomplish the activities associated with this grant. Additionally, the grantee must incorporate any and all materials developed in the grant awarded to Butte College District in fiscal year 2002-2003. Materials may be updated and changed if deemed appropriate by the Chancellor's Office grant monitor.

In consultation with staff at the Chancellor's Office, the grantee will accomplish the following tasks and objectives according to a mutually agreed upon timeline.

A. Establishment and Maintenance of the Captioning Program:

1. Establish program processes and procedures, incorporating sound accounting practices that provide for the reimbursement of claims and a direct billing system;

2. Develop and disseminate written procedures that clearly describe the direct bill and reimbursement processes;
3. Develop and disseminate forms, manuals, and guides for use by the Chancellor's Office and California community colleges in accessing the grant's services; and
4. Market the program to the colleges to make them aware of the need for live and off-line captioning, and of the resources available through this grant to offset expenses associated with captioning. Develop and distribute flyers, brochures, newsletter, posters and videotapes to market the program to the colleges.

B. Preparation and Distribution of Fiscal and Program Reports and Documentation:

1. Develop and disseminate fiscal and program reports describing activities related to the disbursement of grant funds. These reports are to be submitted twice per year (mid-year and end of year) to the Chancellor's Office;
2. Purchase or rent equipment for meetings, reproduction, and access to websites, as needed;
3. Provide for program and computer retrieval upgrades, as needed; and
4. Survey programs for technical changes and advances.

Performance Outcomes

- A. Year-end and mid-year progress reports to the Chancellor's Office.
- B. A strategic regional and state coordination and implementation plan, including any meetings, conferences or workshops that might be required to implement this program;
- C. An intake process, i.e., on-line request form and database tracking system to monitor college participation in the program.
- D. An advisory committee to provide field input into the program.

IV. Categories for Which Funding is Available

The following category is available for funding in this RFA:

Specification Number	Specification Title	Number of Grants Available	Funds Available per Grant	Term of Grant
08-0346	Distance Education Captioning & Transcription for California Community Colleges	1	\$780,000 per year	1 year*

*Up to four (4) renewals can be awarded (annually) based on availability of funds, satisfactory performance by the grantee, and final approval of State Budget.

This Request for Applications (RFA) Specification describes the project requirements for each application under the Distance Education Captioning & Transcription for California Community Colleges grant. The Instructions contain the required elements for the applications and must be followed in developing the proposals and implementing the program.

V. Eligibility/Fiscal Agents

Eligibility

Only those colleges/districts that responded to the April 2, 2008 letter requesting “Certifications of Intent to Participate” by the deadline date of April 18, 2008 are eligible.

Fiscal Agency

Only California Community College districts are eligible to be the fiscal agent for this grant. The grant award will be awarded under a one-year grant, renewable annually, for a maximum of five fiscal years (four renewals). No cash or documented in-kind match is required for this grant.

VI. RFA Clarification

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

For program and content information and/or questions, please contact Scott Berenson at 916-322-3234 or sberenson@cccoco.edu. The contact person for the Instructions and Application Forms information for this RFA is Scott Valverde at (916) 445-5809 or svalverde@cccoco.edu.

Legal Terms and Conditions

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

VII. Application Format and Instructions

The following instructions prescribe the format and sequence for the development and presentation of the application. In order to receive the highest possible score the application format instructions must be followed, all questions must be answered, and all requested data must be supplied. Applicants are expected to use the forms provided, except where a narrative format is required, and the RFA Specification to prepare the project applications. (A

list of the required application forms is shown on the cover page for Appendix A) Forms are available for download at:

<http://www.cccco.edu/SystemOffice/Divisions/StudentServices/DSPS/tabid/616/Default.aspx>

Computer facsimiles of the forms provided on the Chancellor's Office website may be used, but under no circumstance may the language on these forms be altered. Any application using altered language on the forms will be disqualified and the applicant district may be barred from future grant competitions.

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

The Chancellor's Office may require the applicant to make adjustments in the budget, workplan, or other aspects of the application prior to funding the grant. Applicants must provide a contact person's name, phone number and e-mail address.

The following list constitutes the entire grant packet to be submitted to the Chancellor's Office by **5:00 p.m. on Friday May 30, 2008** to:

California Community Colleges
Chancellor's Office
Student Services Division
1102 Q Street
Sacramento, CA 95811
Attention: Scott Berenson

A. Face Sheet

Complete the Grant Agreement Face Sheet.

B. Contact Page

Complete the Contact Page.

C. Application Collaborative Data Sheet

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

D. Application Abstract

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

E. Table of Contents

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

F. Need (*Statement of Problem*)

Maximum Points—15

Concisely describe the problem being addressed and/or the need for the project and how it addresses the funding priorities listed in the related RFA Specification. Applications that do not address the funding priorities can be rejected.

In addition, and in accordance with the RFA Specification, the applicant should describe the following:

Scope of problem being addressed: local, regional and/or statewide; target group(s);

(The following are to be written in a narrative format and then repeated in outline format within the Annual Work plan)

G. Objectives

Maximum Points—15

1. The RFA Specification has identified minimum objectives. The applicant's statement of objectives should be itemized, numbered, and stated in measurable terms. The statement of objectives should be performance driven (i.e., quantifiable and qualifiable).
2. All applicants must indicate how the statement of objectives will address the funding priorities and specifications of the RFA.
3. The objectives provide the foundation for developing methodology to be used in addressing the need/problem and are the basis for measuring performance outcomes. The objectives should also be reflected in the annual work plan and be linked with procedures/ activities and performance outcomes of the annual work plan.

H. Procedures/Activities (Annual Work plan)

Maximum Points—15

1. The RFA Specification has identified the focus of the applications being sought. Under this section of the application you should describe the

proposed solutions to be employed to address the described need and/or problem. The applicant should further describe the following:

- a. Feasibility of solutions/strategies;
 - b. Short-term and long-term benefits to target population, and program improvements on RFA funding priorities.
 - c. The applicant should expand on the procedures and/or activities being used in resolving the problem. The applicant must also demonstrate how the procedures/activities are related to achieving each of the project objectives and the performance outcomes.
2. Describe the sequence of activities utilizing a timeline with narration. Timelines with monthly objectives are preferable to specific dates. A form is provided in Appendix A to document work plan procedures and activities. (A computer facsimile of the form is acceptable.)

I. Performance Outcomes/Evaluation

Maximum Points—15

1. Address the Performance Outcomes/Evaluation Design as listed for each RFA Specification.
2. All performance outcomes must be linked with objectives and procedures/activities.
3. Explain how the outcomes will benefit one or more of the following: (1) college; (2) district; (3) regions; and (4) state.
4. Each applicant is required to provide an outline of the project evaluation design including, if appropriate, a statement of qualification of a third party evaluator. At a minimum, the evaluation design should include:
 - Identification of objectives/outcomes to be measured (These objectives/outcomes should be the same as listed within the narrative.);
 - How each objective/outcome will be measured and reported (Methodology); and
 - Anticipated findings (Project Outcomes).

J. Project Management/Institutional Commitment

Maximum Points—15

1. Provide a management plan for operating the project.
2. Provide an organizational chart for the project.
3. Show evidence of the commitment of project staff, describing their responsibilities and the amount of time they will be devoting to project activities. Provide a description of their prior experience as related to the subject area of this project. Include a complete job description and the duties of such personnel.
4. Indicate if the project will be done through a consortium or a collaborative partnership. Provide evidence of support (signed letter or memorandum of understanding) of each partner's commitment to the project. **NOTE:** The letter or memorandum of understanding should specify in detail the scope, nature, and characteristics of the commitment by each partner. Do not send general letters of support.

Institutional Commitment

The applicant should provide evidence of the district's commitment to the success of the project. Including, but not limited to the following:

1. Describe how the proposal is related to the district's vision and strategic planning efforts.
2. Describe how the project will be institutionalized.
3. If ongoing funds are required to operationalize the project, identify what plans are in place for future funding.

K. Application Budget Summary (*Appendix A*)

Maximum Points—10

1. Complete the **Application Budget Summary** (See Appendix A, to determine expenditure classifications.) 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**. (See example of Budget Detail Sheet format in Appendix A.) The Budget Detail Sheet lists the cost breakdown of each budget classification amount requested. Indicate specific rates and amounts attributed to requested project funds, general fund district matching, or other sources of funding.

Indicate on the Budget Detail Sheet which objective, procedures and activities and performance outcomes on the Annual Work plan will be effected by the budgeted item.

2. The indirect administrative costs (overhead) for this will be a reasonable and acceptable percent of the total direct costs (line 8 of the application Budget Summary). This amount must be subtracted before taking a percentage of the total. Use the following formula:

Total grant - (total grant/1.xx) = indirect administrative costs.

Example (using 4%): $\$780,000/1.04 = \$750,000$ (direct costs)

Total grant = $\$780,000 - \$750,000$ (direct costs) + $\$30,000$ (indirect)

3. See RFA Specification to determine allowable supervision/ administration costs (not directly involved in the day-to-day ongoing activities).
4. See RFA Specification to determine if equipment costs are allowable. **NOTE:** Equipment leases will be considered on a project-by-project basis. Equipment purchases must be justified as dedicated and necessary to successful project implementation. Priority will be given to equipment charges proportionate to the direct use of the equipment for the life of the project.
5. Failure to provide complete budget information in the format required may result in applications not being reviewed for funding consideration.
6. The district/college **chief business officer's signature is required** on the Application Budget Summary (**blue or red ink**).
7. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. List travel purpose and estimated cost.

L. Overall Feasibility of the Project

Maximum Points—10

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, work plan, budget, anticipated outcomes, etc.).

M. Consortium

Maximum Points—5

Will the project be done through a consortium or a collaborative partnership? Is there evidence of support (signed letter or memorandum of understanding) of each partner's commitment to the project. **NOTE:** The letter or memorandum of understanding should specify in detail the scope, nature, and characteristics of the commitment by each partner.

N. Applications should be addressed to:

**California Community Colleges
Chancellor's Office
Student Services Division, Attention: Scott Berenson
1102 Q Street
Sacramento, CA 95811**

VIII. Rejection of Applications

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

- The application is received at the Chancellor's Office later than 5:00 p.m. on Friday, May 30, 2008. Postmarks will not be accepted. *(Note: If your application is late because you used a commercial carrier that guaranteed delivery by the application deadline, we will accept the application only if the district provides evidence that the carrier guaranteed delivery and was responsible for failing to make the delivery by the deadline.)*
- The application does not identify the RFA Specification Number and cannot be readily ascertained.
- The application received does not include the proper number of originals (3) and the number of copies (5), or the originals are not signed **in ink other than black**.

IX. Calendar of Key Dates

(Dates subject to change by the Chancellor's Office)

Deadline for submitting applications	May 30, 2008
Reading of applications	June 4-6, 2008
Notification of Intent to Award Funds	June 9, 2008
Appeal deadline	June 20, 2008
Project commencement date	July 1, 2008
Mid-year Report deadline	January 31, 2009
Final Report deadline	July 31, 2009

APPLICATION SUBMISSION CHECKLIST

All forms are available at

<http://www.cccco.edu/SystemOffice/Divisions/StudentServices/DSPS/tabid/616/Default.aspx>

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

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



Appendix A

Application Forms

Grant Agreement Face Sheet

Contact Page

Application Consortium Data Sheet

Application Collaborative Data Sheet

Application Abstract

Application Budget Summary

Application Budget Detail Sheet — Format Example Only

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

Chancellor's Office California Community Colleges	District: _____ College: _____ RFA Specification Number: _____
GRANT AGREEMENT <p style="text-align: center;"><i>Distance Education Captioning & Transcription for California Community Colleges GRANT</i></p>	TO BE COMPLETED BY CCCCCO
	Grant Is Renewable: Yes/No First Year Funded: _____ Maximum Period for which funding is available: _____ Grant Agreement No.: _____ Date: _____ Amount Encumbered: \$ _____

This grant is made and entered into, by and between, the Chancellor's Office of the California Community Colleges, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA Specification; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 4/08 and II, Rev. 4/08), as set forth in the RFA Instructions. All of these items are incorporated into this grant by reference.

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

The term of this grant shall be from July 1, 2008, to and including June 30, 2009. All performance under this grant (first year) shall be completed by **June 30, 2009**, except for the submission of any Final Report that may be required by Article I of the Grant Agreement.

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

STATE OF CALIFORNIA				GRANTEE	
Item	Chapter	Statute	Fiscal Year	Total	
				Grant Funds Requested:	\$ _____
				Total Match Funds, if Applicable:	\$ _____
Object of Expenditure (<i>Code and Title</i>)				Project Director	
Signature, Accounting Officer (<i>or authorized Designee</i>)				District (Grantee) Address	
April Lovan-Martinez					
Project Monitor Scott Berenson					
Agency Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95811					
Signature, Executive Vice Chancellor (<i>or authorized Designee</i>)			Date	Signature, Chief Executive Officer (<i>or authorized Designee</i>)	Date
Printed Name of Person Signing				Printed Name of Person Signing	
Steve Bruckman					
Title				Title	
Executive Vice Chancellor					

Chancellor's Office
California Community Colleges

CONTACT PAGE

Funding Source(s): _____

RFA Specification Title: _____

Facility: _____

Address: _____

City: _____ **State:** _____ **Zip+4:** _____

District Superintendent/President (or authorized Designee)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

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

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

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

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

Business Officer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

Grant Writer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

APPLICATION CONSORTIUM DATA SHEET

Please check here if this proposal is a consortium project.

Complete the following information for each college of the consortium. Use additional sheets if required.
Attach this form directly behind the Contact Page.

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip+4: _____	
Project Contact: _____	Phone: () _____		
Amount of dollars contributed to project by the district/college: \$ _____			
Role of district/college in the consortium design: _____			

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip+4: _____	
Project Contact: _____	Phone: () _____		
Amount of dollars contributed to project by the district/college: \$ _____			
Role of district/college in the consortium design: _____			

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip+4: _____	
Project Contact: _____	Phone: () _____		
Amount of dollars contributed to project by the district/college: \$ _____			
Role of district/college in the consortium design: _____			

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

APPLICATION COLLABORATIVE DATA SHEET

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

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

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

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

Signature of authorizing individual: _____			

Application Collaborative Data Sheet (Continued)

System Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

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

Signature of authorizing individual: _____

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

Signature of authorizing individual: _____

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

Signature of authorizing individual: _____

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

ABSTRACT PAGE

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

APPLICATION BUDGET SUMMARY

Email Address: _____ Fax No.: _____

Object of Expenditure	Classification	Line	Total Program Budget	Expenditures to Date
1000	Instructional Salaries*	1		
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
	Total Direct Costs	8		
	Total Indirect (___% of Line 8)	9		
	Total Program Costs	10		

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

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.

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.)

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

APPLICATION WORKPLAN INSTRUCTIONS

The workplan is the statement of work for the proposed project, to provide captioning and transcription services to the California Community Colleges. The form outlines the project's objectives, activities, outcomes, timelines, and responsible individuals. The workplan also serves as the major foundation for linking the various pieces of the proposal. Thus, it is important that objectives of the work plan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

Objectives Section

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

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

Activities Section

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

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

Measurable Outcomes Section

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

Timeline Section

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

Responsible Persons Section

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

GRANT REPORTING INSTRUCTIONS

The Grant Midyear Report consists of 3 pages, the Midyear Activity Report, the Year-to-Date Expenditure Statement and Detail. These three pages are within this worksheet and the forms are available online at:

<http://www.cccco.edu/SystemOffice/Divisions/StudentServices/DSPS/tabid/616/Default.aspx>

Complete all three 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.

Although not required or included on the report form, and if appropriate, grantees must collect demographic data on students, business/industry partners, faculty and counselors participating in the project. Upon the request of the Chancellor's Office Project Monitor, this information must be available for submission during the performance period and submitted with the Final Report.

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.

January 31, 2009 (midyear)
July 31, 2009 (final)

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

MIDYEAR 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	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs		8		
Total Indirect (___% of Line 8)		9		
Total Program Costs		10		

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

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

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

FINAL REPORT NARRATIVE

Contact Name: _____ Phone Number: (_____) _____
Email Address: _____ Fax Number: (_____) _____

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	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs		8		
Total Indirect (_% of Line 8)		9		
Total Program Costs		10		

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

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.

Grant Agreement

Article I: Program-Specific Legal Terms Provisions

Article II: Standard Legal Terms and Conditions

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

Distance Education Captioning & Transcription for California Community Colleges grant

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

- An advance payment of forty percent (40%) of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant is fully executed.
- An additional forty percent (40%) payment will be provided subject to documentation provided in a mid-year report.
- Twenty percent (20%) of the total amount of the Grant Agreement will be held until the Final Performance and Expenditures Reports are received. If the total expenditure of funds is less than the payments issued to date, the Chancellor's Office may invoice the Grantee for the excess amount.

2. Budget Changes

- Grantee may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant 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. 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 budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Reporting

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.

One original and one copy of a Year to date Expenditure Report	January 31, 2009
One original and one copy of a Mid-year Progress Report	January 31, 2009
One original and two copies of a Final Report and Final Expenditure Report	July, 31, 2009

ARTICLE II

Standard Legal Terms and Conditions

(Revision 04/04/2008)

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

6. Interpretation

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

7. Project Director and Key Personnel

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

8. Project Monitor

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

9. Budget Concerns

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

10. Assignment

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

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

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

13. Products and Deliverables

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

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be

limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

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

15. Standards of Conduct

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

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The

term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

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

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges."

Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

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

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

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

19. Real Property and Equipment

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

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

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

- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

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

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this

connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.

- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

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

- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

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

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

23. Waiver

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

24. Workers' Compensation Insurance

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

25. Law Governing

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

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

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

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (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.