

**THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

**Board of Governor's, California Community Colleges
Chancellor's Office - 6870**

DISTRICT USE ONLY

District (Grantee): Chabot-Las Positas CCD

College: N/A

Contract (Grant) Agreement

BOG-CCCCO USE ONLY

Academic Affairs

Grant Agreement No.: **18 - 065 - 001**

Umoja Program

Funding Year
(Enactment Year)

2018-19 Total Amount Encumbered : \$ 2,500,000.00

RFA # [] - [] Articles I - Revised: **10** **2018**

Articles II - Revised: **10** **2018**

This grant is made and entered into, by and between, the Board of Governor's, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (listed above), as set forth in the RFA Instructions 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 November 1, 2018 to October 31, 2019. The Final Report must be submitted within 30 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

GRANTEE

Project Director: Julia A. Dozier, M.Ed.

Total Grant Funds Requested: \$ 2,500,000.00

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:

District Address:

Ronald Gerhard, Vice Chancellor, Business Services

7600 Dublin Blvd., Suite 102, Dublin, CA 94568

STATE OF CALIFORNIA

Project Monitor:

Agency Address: 1102 Q Street, Suite 4400
Sacramento, CA 95811-6539

Leslie LeBlanc

Bus. Unit	Ref No	Fund	FI\$Cal Prgm	SubTask	Index	Object	Chapter	Statute	Funding Year (Enactment Year)	Amount
6870 -	101 -	0001 -	5675115 -	209 -	4238 -	5432000	29	2018	2018-19	\$ 2,500,000.00

Total Amount Encumbered : \$ 2,500,000.00

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:

Daisy Gonzales, Deputy Chancellor

Chancellor's Office
California Community Colleges

District: Chabot-Las Positas
College: N/A
RFA Specification Number: 18-065-001

CONTACT PAGE

TO BE COMPLETED BY COCCC

Grant Agreement No.: _____
Proposal ID No.: _____
Funding Status: _____
Fiscal Year: _____

Funding Source(s): Umoja

Project: Umoja Program

District: Chabot-Las Positas CCD

Address: 7600 Dublin Boulevard, Suite 102

City: Dublin

State: CA

Zip+4: 94568

District Chancellor (or authorized Designee)

Name: Thomas Fallo

Title: Interim Chancellor

Phone Number: (925) 485-5206

Fax: (925) 485-5256

E-Mail Address: tfallo@clpccd.org

Responsible Administrator (Appropriate Program Area)

Name: Julia A. Dozier

Title: District Ex. Director, Econ. Dev. and Contract Education

Phone Number: (925) 249-9370

Fax: (925) 249-9467

E-Mail Address: jdozier@clpccd.org

Project Director

Name: Danita Romero

Title: Fiscal Agent and Econ. Dev. Manager

Phone Number: (925) 249-9366

Fax: (925) 249-9376

E-Mail Address: dromero@clpccd.org

District Chief Business Officer

Name: Ronald Gerhard

Title: Vice Chancellor, Business Services

Phone Number: (925) 485-5253

Fax: (925) 485-5255

E-Mail Address: rgerhard@clpccd.org

Chancellor's Office
California Community Colleges

District: Chabot-Las Positas CCD
College(s): N/A
Grant Number: 18-065-001

APPLICATION BUDGET SUMMARY

Object of Expenditure	Classification	Line	Total Grant Funds Requested	Total Additional Funding
1000	Instructional Salaries	1		
2000	Non-Instructional Salaries	2	\$433,251	
3000	Employee Benefits	3	\$35,947	
4000	Supplies and materials	4	\$5,802	
5000	Other Operating Expenses and Services	5	\$1,925,000	
6000	Capital Outlay	6		
7000	Other Outgo	7		
		Total Direct Costs	\$2,400,000	
		Total Indirect (4% of Line 8)	\$100,000	
		Total Program Costs	\$2,500,000	

Email Address: jdozier@clpccd.org

Telephone: 925-249-9370

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: Julia Dozier, Distr. Ex. Director, Economic Dev. & Contract Education



Authorized Signature

Date:

10.26.18

District Chief Business Officer Name/Title: Ronald Gerhard, Vice Chancellor of Business Services



Authorized Signature

Date:

10-26-18

APPLICATION BUDGET DETAIL SHEET

Program Year: 2018-19
Source of Funds: Umoja Program

Object of Expenditure	Classification	Budgeted Expenses
2000	<p>Non-instructional salaries:</p> <p>Six (6) Full-time Regional Coordinators (RC) -- support to affiliate colleges</p> <p>One (1) Full time Umoja Project Director to provide administrative, operational, and logistical support to the Board of Directors, Regional Coordinator Program Director, Regional Coordinators, and affiliate colleges including: meeting planning and support, processing expenses, scheduling training, facilitating transfer and outreach, oversight of student assistants, and curriculum development and documentation, and other staff functions associated with project implementation.</p> <p>One (1) Full time Program Assistant to support the program director, regional coordinators, and regional coordinator director: \$65,000 annually</p> <p><i>Part-time Umoja trainers</i></p>	\$433,251
3000	Employee Benefits	\$35,947
4000	Supplies and Materials	\$5,802
5000	<p>Other Operating Expense and Services</p> <ul style="list-style-type: none"> • Website \$20,000 • Marketing and Communication \$16,000 • RC meetings – 2 two-day-in-person meetings (travel and mileage) – avg. \$750 per person \$9,000 <p>Programs</p> <ul style="list-style-type: none"> • Winter Retreat \$65,000 • Summer Learning Institute \$120,000 • Umoja Conference \$50,000 • Student Leadership Summit \$70,000 • Education Summit \$30,000 • Summer Transfer Academy \$60,000 <p>Project Support (rent, utilities, insurance, etc.) \$285,000</p> <p>College Grants \$1,200,000</p>	
	Total Direct Cost	\$2,400,000
	Total Indirect Cost (4 %)	\$100,000
	Total Funding Cost	\$2,500,000

Chancellor's Office
California Community Colleges

District: Chabot-Las Positas CCD
College(s): N/A
Grant Number: 18-065-001

PROGRAM WORK PLAN

OBJECTIVE NO. 1: Establish grant agreement with CCCCCO, create grant sub-agreement with Umoja Community Education Foundation to deliver programs and services to California Community Colleges' students.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Process documentation for grant approval	Grant is ready to be presented to State Board of Governors and Local Board of Trustees	October 2018	Responsible Administrator, Project Director, CCCCCO assigned staff
Receive approval for grant agreement as fiscal agent, and to create sub-agreement with Umoja Community Education Foundation (Umoja)	Legal process is completed, funds can be requested and distributed	November 2018-December 2018	Responsible Administrator, Project Director, CCCCCO assigned staff
Create grant sub-agreement between CLPCCD and Umoja which includes Program Work Plan and Budget for review and approval	Sub-agreement is created, reviewed and approved; work on program can begin	November 2018	CLPCCD Project Director, Umoja Executive Director and Board

Chancellor's Office
California Community Colleges

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College(s): N/A
Grant Number: 18-065-001

PROGRAM WORK PLAN

OBJECTIVE NO. 2: Umoja Community Education Foundation (Umoja) can invoice Chabot-Las Positas Community College District (CLPCCD) for funds to use for Umoja program needs; sub-agreement reporting and financial requirements are established.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Process documentation for grant approval	Grant is ready to be presented to State Board of Governors and Local Board of Trustees	October 2018	Responsible Administrator, Project Director, CCCCCO assigned staff
Receive approval for grant agreement as fiscal agent, and to create sub-agreement with Umoja Community Education Foundation (Umoja)	Legal process is completed, funds can be requested and distributed	November 2018-December 2018	Responsible Administrator, Project Director, CCCCCO assigned staff
Create grant sub-agreement between CLPCCD and Umoja which includes Program Work Plan and Budget for review and approval	Sub-agreement is created, reviewed and approved; work on program can begin	November 2018	CLPCCD Project Director, Umoja Executive Director and Board
Work with CCCCCO staff assigned to the Umoja Program to assure invoices and reports are received and approved then forwarded to CLPCCD for processing	Umoja program gets paid on a timely basis based on satisfactory completion of tasks; reports are submitted on a regular basis.	November 2018-October 2019	Project Director, CCCCCO assigned staff, Umoja Management

Chancellor's Office
California Community Colleges

District: Chabot-Las Positas CCD
College(s): N/A
Grant Number: 18-065-001

PROGRAM WORK PLAN

NOTE: THE FOLLOWING PROGRAM WORK PLAN OBJECTIVES (NO. 3-10) REFER TO THE OBJECTIVES, PROCEDURES AND OUTCOMES FOR THE UMOJA COMMUNITY EDUCATION FOUNDATION (AS SUB-CONTRACTOR TO FISCAL AGENT, CLPCCD).

OBJECTIVE NO. 3: Maintain and increase the efficiency, effectiveness, and sustainability of Umoja's Operations.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Create and maintain organization vision plan	New organizational plan aligned with Board of Governors Vision for Success	February - June 2019	Board Chair, Management
Develop an instruction manual and training on data collection	Instruction manual for Regional Coordinators including a section on appropriate data collection process	February - April 2019	Management
Increase staffing to accommodate program growth	Hire additional program staff, Regional Director and Regional Coordinators	November 2018 – January 2019	Board Chair, Management

PROGRAM WORK PLAN

OBJECTIVE NO. 4: Strengthen and maintain fiscal oversight of the Umofa Program

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Maintain Financial Management Process	Documented financial processes and procedures in compliance with generally accepted accounting principles including policies for cash flow and reserve maintenance	November – December 2018	Management
Report grant activities	Fiscal reports for Board of Directors, Grant Monitor, Fiscal Agent, and public	Feb 2019, May 2019, Aug 2019, November 2019	Management
Prepare and implement annual budget	<ul style="list-style-type: none"> Annual budget adopted by the Board of Directors Ongoing implementation of budget 	October 2018 Monthly	Treasurer, Management
Distribute funds to colleges for direct student support	<ul style="list-style-type: none"> Process and guidelines for distributing funds to colleges including matching funds Process and guidelines for distributing scholarships to students 	November 2018 – January 2019	Management and College Coordinators
Perform External Audit	Audit conducted by an external auditor	October 2019	Management, Treasurer External Auditor

Chancellor's Office
California Community Colleges

District: Chabot-Las Positas CCD
College(s): N/A
Grant Number: 18-065-001

PROGRAM WORK PLAN

OBJECTIVE NO. 5: Create and maintain communication strategy to increase awareness of Umoja Community (CONTINUED NEXT PAGE)

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Maintain communication strategy	Regular communication to the field (e.g., social media, newsletters, spotlights and marketing campaign) to continue name branding	November 2018 – October 2019	Management and website consultant and staff
Maintain website	<ul style="list-style-type: none"> Professional website with latest technological resources including social media, marketing, data collection, and reporting Member portal with key curriculum/program templates and examples of Umoja programs and data sharing and online collection Analytics of website/social media use and traffic to inform the ongoing development of the website Student portal Event app to collect Umoja touches 	October 2019	Management and website consultant and staff
Expand Marketing to California community colleges	<ul style="list-style-type: none"> Marketing materials to inform other colleges about the benefits of having Umoja programs Outreach materials to increase capacity of Umoja affiliated colleges to 62% of California community colleges 	March 2019	Management and Communication Director

Chancellor's Office
California Community Colleges

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College(s): N/A
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PROGRAM WORK PLAN

OBJECTIVE NO. 5: Create and maintain communication strategy to increase awareness of Umoja Community (CONTINUED)

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Train coordinators on using the Client Relationship Database	Webinars and other trainings for use of the Client Relationship Database, particularly data tracking and event use.	November 2018 – March 2019	Management
Foster and expand relationships and community organizations	Process for engaging community and public in accomplishing the mission of Umoja	November 2018 – October 2019	Board Chair, Project Coordinator, Management

Chancellor's Office
California Community Colleges

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College(s): N/A
Grant Number: 18-065-001

PROGRAM WORK PLAN

OBJECTIVE NO. 6: Develop and expand Umoja's programs and services

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Create Request for Proposals (RFP) and distribute funds for affiliated colleges' program and funding	Provide direct services to students	Nov 2018- Feb. 2019	Management and Umoja Affiliated Colleges
Collaborate with Umoja Affiliated Colleges to identify ways to serve previously incarcerated students	Explore opportunities to recruit and welcome previously incarcerated students into Umoja programs	April 2018 – July 2019	Management and Umoja Affiliated Colleges
Collaborate with the Chancellor's Office to populate special populations MIS information with Umoja students	Umoja students clearly identified in the Special Populations Database	March 2019 – ongoing	Management and administrative assistant
Establish curriculum and professional development strategy	A curriculum and professional development strategy including: <ul style="list-style-type: none"> • Curriculum/Instruction manuals including <ul style="list-style-type: none"> ○ Documentation of and training on Umoja Touches for both Umoja and non-Umoja students ○ Strategies and models for expanding learning community course offerings of Umoja programs, including running of multiple cohorts simultaneously • Training and shadowing opportunities • Umoja-program training for all Umoja contact persons 	January 2018 – October 2019 (ongoing)	Program Coordinator, Management

PROGRAM WORK PLAN

<p>Establish curriculum and professional development strategy (CONTINUED)</p>	<ul style="list-style-type: none"> • Umjoja Practitioners' training guide, online toolkit, and data sharing guidelines • Documentation for onboarding of prospective colleges in a 1 – 2 year window 	<p>January 2019- October 2019</p>	<p>Program Coordinator, Management</p>
<p>Convene Umjoja Practitioners</p>	<p>Convening of Umjoja practitioners to discuss Umjoja practices, pedagogy, curriculum development, and other legislative or policy conversations.</p>	<p>Quarterly December 2018 – October 2019</p>	<p>Program Coordinator, Management, Staff</p>
<p>Align Umjoja Programs and Practices with Guided Pathways Program</p>	<p>Process and guidance to local campuses on aligning Umjoja Programs and Practices with Guided Pathway Program and Chancellor's Office Vision for Success.</p>	<p>December 2018 – June 2019</p>	<p>Program Coordinator, Management</p>
<p>Convene discipline faculty</p>	<ul style="list-style-type: none"> • Convening of faculty to participate in training on legislation, regulations, Canvas, and other pedagogy, curriculum, or other culturally relevant topics. • Training on using curriculum developed for Umjoja Community. 	<p>Quarterly December 2018 – October 2019</p>	<p>Program Coordinator, Management, Staff</p>
<p>Hold Educational Summit</p>	<p>Two educational summits attended by representatives for the purpose of informing Umjoja program planning</p>	<p>November 2018 and March 2019</p>	<p>Management, Board Chair</p>

Chancellor's Office
California Community Colleges

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College(s): N/A
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PROGRAM WORK PLAN

OBJECTIVE NO. 7: Create high school strategy to increase Umaja Community student pipeline rates to Umaja community college programs

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Explore opportunities to work with high schools	A high school strategy that supports a college going culture	February 2019 – October 2019	Program Coordinator, Management
Create a high school outreach campaign	A high school outreach campaign	March-April 2019 and September – October 2019	Program Coordinator, Management

Chancellor's Office
California Community Colleges

District: Chabot-Las Positas CCD
College(s): N/A
Grant Number: 18-065-001

PROGRAM WORK PLAN

OBJECTIVE NO. 8: Create transfer strategy to increase Umoja Community student transfer rates

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Develop transfer pathway strategy	<ul style="list-style-type: none"> A transfer pathway strategy including <ul style="list-style-type: none"> expanding the transfer opportunities for Umoja students Improved pathways to UC and CSU Data on students who transfer 	February 2019 – August 2019	Program Coordinator, Management
Develop and implement a Summer Transfer Academy	A Summer Transfer Academy for Umoja program students with UCOP in conjunction with CCCCO	June 2019 – September 2019	Program Coordinator, Management

Chancellor's Office
California Community Colleges

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College(s): N/A
Grant Number: 18-065-001

PROGRAM WORK PLAN

OBJECTIVE NO. 9: Build a robust Umjoja student leadership network.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Maintain alumni database	An alumni database	February 2019 – October 2019	Management
Create a summer student leadership event	Summer leadership Summit	June 2019 – September 2019	Program Coordinator, Management

PROGRAM WORK PLAN

OBJECTIVE NO. 10: Evaluate the Umoja Community and Programs

Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)
Establish database and data collection guidelines	<ul style="list-style-type: none"> • Database and data collection guidelines • Database that supports the documentation and flow of information related to Umoja programs and students • Process for connecting Umoja program staff to college institutional researcher • Benchmarks for core student outcomes • Published student outcomes data • Tracking system for high school to community college student enrollment in an Umoja program 	November 2018 – October 2019	Management
Provide an evaluation of Umoja Community and programs	<ul style="list-style-type: none"> • Third party qualitative and quantitative assessment of Umoja Community and programs • White paper of findings • Narrative evaluation from the students' perspective • Benchmarks for key program effectiveness indicators • Improvements if necessary to the Umoja Community and programs • Conduct internal research on Umoja programs. 	January 2019 - August 2019	Board Chair, Management

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

UMOJA PROGRAM

Program-Specific Legal Terms and Conditions

October 2018

1. Cost and Payments

In consideration of satisfactory performance of the fiscal agency services described in Article II, section 1 (Work to be Performed), the California Community Colleges Chancellor's Office (hereinafter Chancellor's Office) agrees to pay the Grantee \$100,000.00 in indirect costs as described in the Application Budget Detail Sheet.

All payments of Grant Funds must be requested via invoice and emailed to accountspayable@cccco.edu. Payment shall be made as follows:

- An advance payment of 40% of the total direct cost described in the Application Budget Detail Sheet will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) up to an additional 50% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.
- The Chancellor's Office will withhold a minimum of 10% of the total amount of this Grant Agreement. A final payment will be calculated based on the Final Performance and Expenditure Reports due by November 30, 2019. If the total expenditure of funds by that date is less than the total payments processed, the Chancellor's Office may invoice the Grantee for the excess amount. The final 10% payment plus any remaining funds not previously requested as a progress payment will be paid, upon receipt of an invoice, after review and approval of the Final Performance and Expenditure Reports.
- Payment of \$100,000.00 in indirect costs will be paid to the Grantee for fiscal services rendered through October 31, 2019.

2. Budget Changes

- Grantee or its subgrantee may make changes to any budget category amounts up to 10% of the total award amount per line item 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 or its subgrantee 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 project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.
- 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. 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. Amendments for Time Extension or Augmentations

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

4. Reporting

Article I-Standard Legal Terms and Conditions

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 an Initial Progress/Year to date
Expenditure Report January 31

One original and one copy of a Progress/Year to Date Expenditure
Report April 30

One original and one copy of a Progress/Year to date Expenditure
Report July 31

One original and two copies of a Final Report and Final
Expenditure Report November 30

ARTICLE II

Umoja Program Legal Terms and Conditions

October 2018

1. Work to be Performed

The Grantee shall provide fiscal agency services. The Grantee will receive the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, and enter into a sub-grant with a third-party provider to complete the tasks described in the Program Workplan. The Grant Funds shall be expended in compliance with the Application Budget Detail Sheet and the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. 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. 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 Vice Chancellor shall be final.

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

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

5. Notice

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

6. Interpretation

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

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, as are the key personnel. 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 any subcontractor 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 subcontract, 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.

Article II-Umoja Program Legal Terms and Conditions

- 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 a type 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.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges Chancellor's Office and the specific funding source.

- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges Chancellor's Office."

14. Travel

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

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

15. Standards of Conduct

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

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will

exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

- d. Avoidance of Conflicts of Economic Interests.
 - 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 - 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 - 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

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

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants. 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.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or

subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

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



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for

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Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are

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

19. [Reserved]

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.

- 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. [Reserved]

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

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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;

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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.