

San Diego Unified School District
Sub-Agreement No. DO-19-2563-53

Exhibit A

Scope of Work

*(Year 1 host application for
continuation of project activities
approved by the Chancellor's Office)*

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. San Diego Unified School District has agreed to host the Strong Workforce Program K12 Pathway Coordinator serving the San Diego Community College.

District in the San Diego/Imperial Region

LEA	San Diego Unified School District
Community College District served	San Diego Community College District
Primary Contact	Lance Larson / Sarah Vielma
Title	Program Specialist / Director
Email	llarson@sandi.net / svielma@sandi.net
Phone	858.503.1744

Please provide brief answers to the following questions:

1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district service area including all middle and high school affiliates? Include information such as:

a. How would you determine and support your service area’s focus?

With three (3) community colleges and Continuing Education within the San Diego Community College District (SDCCD) the service areas for each college are already determined by the SDCCD SWP team. In general, the service areas are aligned with the SDUSD schools and based on geographic boundaries. Regional priorities as well as joint board goals for the SDCCD and SDUSD will provide the area’s focus.

b. Describe prior or existing collaborations with K12 and college partners that would support hosting this position.

SDUSD’s College, Career and Technical Education (CCTE) department has a strong relationship with the SDCCD Career Education and Workforce Development office and coordinate our efforts jointly. CCTE also has regular meetings with the leadership of City, Mesa, and Miramar Colleges, as well as the SDCCD Continuing Education leadership. Student engagement is a focus area and currently K12 collaborates with college partners to support increasing student engagement and awareness of seamless pathway opportunities from K12 to post-secondary. SDUSD and SDCCD collaborate and identify efforts for the K12 Strong Workforce Program. Additionally, SDUSD and SDCCD have an existing College and Career Access Pathways partnership agreement.

c. If your organization is proposing to serve multiple community college districts and host multiple K12 Pathway Coordinators, provide the rationale for doing so.

We are only proposing to serve the SDCCD with its three (3) colleges and continuing education.

d. Describe CTEIG or K12 SWP partnerships in which your organization has played a role.

As part of the largest school district in San Diego County, CTE has worked in collaboration with the SDCCD, other districts in the county, and other stakeholders in the roll out of the K-12 SWP and CTEIG programs. Currently, SDUSD has three SWP grants in early implementation status, and we have learned a lot in proceeding forward in the work. We have partnered together with a focus on Middle School career development, High School career development, and overall Pathway Development. We have collaborated to provide opportunities for students to learn and experience programs at the community college, as well as increasing certification opportunities.

2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator. Include information such as:

a. What examples do you have of your organization's ability to serve as a fiscal agent for a K12 Pathway Coordinator? Include experience managing other grants.

SDUSD CTE currently is overseeing over seven (7) distinct grant sources totaling over \$6M annually. The grant sources include, but are not limited to, Perkins, CTEIG, CPA, and K-12 SWP. All these grants require reporting and expense reporting. As a large district with over 110,000 students K-12, SDUSD has the infrastructure to act as a fiscal agent. The Financial Services office supports the fiscal management and reporting. In the CTE office, resources are allocated for staff to oversee the fiscal/grant process.

b. What evidence do you have of your organization's ability to process payments, travel, conference expenses?

CCTE has a process to provide payments to individuals and organizations, arrange travel, and cover expenses to various conferences or other events.

c. What office space, technology, and administrative support is available to support this position.

CCTE has office space to accommodate workspaces, technology and administrative support for this position.

3. Once selected, describe how you would manage the K12 Pathway Coordinator.

a. Who will supervise this position?

Sarah Vielma, CCTE Director for SDUSD, will supervise this position.

b. What is the plan to monitor and evaluate the performance of this position?

Regular supervision and monitoring will be used to evaluate the performance of the position, as with other similar positions.

c. What obligations would the K12 Pathway Coordinator have to the host institution apart from carrying out the K12 Pathway Coordinator duties?

Because the K-12 Pathway Coordinator is in support of CCTE's goals and vision, the duties of the coordinator are in direct support of both entities. However, if any duties are in conflict, the priority will always be towards the duties and responsibilities of the K-12 SWP Grant.

d. This position is responsible for serving multiple institutions and will be situated within an evolving organizational matrix with reporting relationships to the region including the K14 TAP, the regional consortium, the SWP Selection Committee, the Chancellor's Office, the California Department of Education, Regional Directors, Guided Pathways Coordinators, and Strong Workforce Program TAPs (e.g. COEs). How will your institution take this into account in providing supervision of this position? Please describe other positions hosted by your institution with a similar external orientation.

Our organization will understand that the person is involved with and has various reporting relationships and will be supportive of this role. Our organization will be open to implementing goals from the various organizations.

4. How will this position be filled?

a. How you would employ the K12 Pathways Coordinator (faculty on special assignment, release time, administrator, classified staff, independent contractor, etc.)

This position would be a Central Office Resource Teacher-K12 Pathway Coordinator.

b. Will you recruit for this position or do you already have someone identified for the position?

We will recruit for the position.

c. Describe how you would carry out the recruitment process.

We would work with our Human Resources office for the recruitment process, including posting on our website and additional recruitment sites.

d. Will there be opportunities for other stakeholders to participate in the selection process?

Yes, we will include stakeholders from the SDCCD in the selection process.

e. What is your projected timeline for filling the position?

We would be able to begin promotion of the position once approved, and the position would be filled within 1 month.

The annual budget is \$125,000. Describe the categories of expenditure and the amount you anticipate budgeting for each. Average salary teacher for SDUSD is below.

Expenditure Type	
1000 – Certificated Salary	\$ 80,000
2000 – Classified Salary	\$0
3000 – Employee Benefits	\$ 36,000
4000 – Books and Supplies	\$ 4,000
5000 – Services and other operating expenditures	\$ 5,000

Exhibit B

Invoice Form and Instructions

LEA/ROP LETTERHEAD/LOGO

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

LEA/ROP Accounting Office Contact:

LEA/ROP Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the Fiscal Agent in-box (Gil_Maria@rscdd.edu). The e-mail subject line must state "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Example: Invoice Enclosed - LAUSD/SWP K12 Pathway Coordinator/DO-18-2559-21

If you are submitting a corrected invoice, please state it in the subject line "REVISED Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact the Fiscal Agent at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Name – Enter the LEA/ROP name. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the LEA/ROP address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – N/A

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCCCO.

LEA/ROP Accounting Office Contact Information – Identify an accounting office contact.

LEA/ROP Program Contact Information – Identify a program contact who can address questions about the work performed.

Exhibit C

Guidance Memo from
the Chancellor's Office
(11-05-2019)



California Community Colleges

MEMORANDUM

November 5, 2019

19-023| Via Email

TO: K-12 Local Education Agencies
California Community College Regional Consortia

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

CC: Matthew Roberts, Ed.D., Dean of Field Operations
Workforce and Economic Development Division

Michelle McIntosh, Education Administrator
California Department of Education

CCCCO Staff
Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
CTE Deans
Statewide Directors
Regional Directors, Employer Engagement
Technical Assistance Providers
ASCCC

RE: **Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work**

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to implement a regional technical assistance structure to assist teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support both the CTE Incentive Grant Program and the K-12 component of the Strong Workforce Program with the

Chancellor's Office, Workforce and Economic Development

1102 Q Street, Sacramento, California 95811 | Sixth Floor | 916.445.8752
www.CaliforniaCommunityColleges.cccco.edu

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

positions of K14 Technical Assistance Providers and K12 Pathway Coordinators. Funding is inclusive of eight K14 Technical Assistance Providers (TAPs) (one per California Community College regional consortium) and 72 K12 Pathway Coordinators (K12 PCs) (one per California Community College district).

ROLLOUT AND IMPLEMENTATION TIMELINE FOR 2019-20 K12 PATHWAY COORDINATORS:

The proposed timeline for applications, selection, and onboarding and training of K12 Pathway Coordinators is as follows:

Table 1. Implementation timeline for K12 Pathway Coordinators.

DATE	ACTIVITY	RESPONSIBLE
November 1, 2019	Formal announcement of scope of work of K12 PCs available on line.	Chancellor’s Office
November 2019	<p>Each Regional Consortia will manage a process to recruit and select hosts for each of the K12 Pathway Coordinators. Per agreement between CCCCCO and CDE, 11 LEAs that hosted CTEIG Technical Assistance Providers are preapproved to host K12 Pathway Coordinators and to transition the previous CTEIG TAPs into the K12 Pathway Coordinator positions. Note that host organizations are limited to those listed in Education Code Section 88833(a)(2):</p> <p>(2) An individual associated with any of the following may apply to serve as a K–12 Workforce Pathway Coordinator, or any of the following may subcontract with an individual with expertise in K–12 education and workforce development to serve as a K–12 Workforce Pathway Coordinator:</p> <p>(A) School districts.</p> <p>(B) County offices of education.</p> <p>(C) Charter schools.</p> <p>(D) Regional occupational centers or programs operated by a joint powers authority or county office of education.</p>	Regional Consortia

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

DATE	ACTIVITY	RESPONSIBLE
December 2019 to January 2020	Regional Consortia facilitate selected LEA hosts to contract with Rancho Santiago CCD, the fiscal agent responsible for sub-granting to host LEAs.	Statewide Fiscal Agent
December 2019 to February 2020	Selected LEA hosts recruit and select K12 Pathway Coordinators according to guidelines provided in this document and by Regional Consortia as part of their process for selecting host LEAs. LEAs notify Regional Consortia, Statewide Fiscal Agent, CCCCCO, and CDE of their selections.	Host LEAs
February - March 2020	Onboarding and Orientation for K12 PCs via a 2-day in-person training. Elements of this training will include scope of work, regional structure, programming and other knowledge to perform duties to support the program, and discuss outcome measures.	CCCCCO, CDE, K14 TAP, and Regional Consortia
Spring 2020	Continued onboarding and orientation for new K12 PCs. And ongoing reporting and convening of K12 PCs network and professional development as appropriate.	CCCCCO, CDE, K14 TAP, and Regional Consortia

REGIONAL DISTRIBUTION OF K12 PATHWAY COORDINATORS

72 Regional Distribution	Joint	CTEIG
Bay	16	1
Central/Mother Lode	6	2
Inland Empire/Desert	8	1
LA/Orange	12	3
North/Far North	9	2
San Diego/Imperial	5	1
South Central Coast	5	1
Grand Total	61	11

The distribution of K12 Pathway Coordinators per legislation is 1 per community college district. The chart shows the regional distribution. To leverage past investments in technical support for CTEIG, selected LEAs will be pre-approved to transition CTEIG TAPs into the K12 Pathway Coordinator positions. The Regional Consortia will reach out to the

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

pre-approved LEAs to confirm their willingness to transition the CTEIG TAPs into this new role.

KEY OBJECTIVES

The K12 Pathway Coordinator seeks to improve the performance of the K14 CTE programs within her/his service area as measured by the CTEIG, K-12 SWP Metrics and guided by the K14 Pathway Quality Rubric. This is done through: providing direct support to, and helping to link and align the program development efforts funded by CTEIG, K-12 SWP and Community College Strong Workforce Program investments in the service area; through drawing attention to and engagement with labor market and program performance information and the region's workforce development plan; and through coordination with other regional key talent including the K-14 TAP, Regional Directors for Employer Engagement, the Centers of Excellence, Guided Pathway Regional Coordinators, and the Regional Consortium.

The following are the minimum required objectives for this job; others may be added to meet project objectives.

1. Act as a point of contact for and work with high school and community college CTE programs, Regional Directors for Employer Engagement, the Centers of Excellence and other workforce development stakeholders to effectively and efficiently engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K-14 career technical education programs.
2. Provide technical assistance to inform the development and implementation of CTE curriculum. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways.
3. Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development.
4. Inform and support the development and implementation of college and career exploration. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses.
5. Support postsecondary transitions and completion. Encourage and facilitate the intersegmental work between LEAs and Community Colleges.
6. Provide technical assistance to inform the development of work-based learning opportunities.

REQUIRED ACTIVITIES

The following are the minimum required activities; others may be added to meet project objectives.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

1. Engagement with the regional consortia
 - a. Regular engagements with Regional Consortia Chair, K14 TAP, Regional Directors for Employer Engagement and other Technical Assistance Professionals associated with the work to ensure consistent reporting and accountability.
 - b. Participation in the region's annual process for developing and revising its regional plan.
2. Partnerships with local education agencies
 - a. Support connection with feeder K12 administrators, counselors, and teachers.
 - b. Work with LEAs to increase knowledge and use of labor market data supplied by the CCCCO Center of Excellence.
3. Data use
 - a. Facilitate the use of data to identify existing pathways and gaps among K12 feeder districts and help make recommendations for furthering pathway development.
 - b. Assist LEAs and community colleges with using Cal-PASS Plus to assess student's transitions from K12 to community college.
 - c. Identify and use indicators to self-assess.
 - d. Identify and use data to review K14 pathway development and implementation.
4. Dissemination of Model Pathways and Curriculum
 - a. Assist K12–community college network development by identifying, documenting, and disseminating examples of emerging, promising, and best practices for pathway development and pathway improvement initiatives.
 - b. Plan and implement training and professional development for local districts and schools.
5. College and career exploration
 - a. Participate in on/off-campus student outreach and recruitment activities related to K-14 career pathways, including pre-enrollment advising, application workshops, college presentations, campus tours, campus visit programs, outreach conferences, college fairs, and other support services.
6. Post-secondary transition and completion
 - a. Encourage high-quality implementation and expansion of early college credit.
 - b. Coordinate with local community college's Office of Outreach to support a comprehensive program of student outreach and recruitment services for prospective students from feeder K-12 school districts.
 - c. Coordinate with Student Services in advising and support services designed to facilitate course registration for concurrently enrolled high school students; collaborate with instructional divisions to develop and coordinate course offerings at area high schools.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

- d. Develop and direct programs to inform K-12 students, teachers, counselors, parents, and the public about pathway opportunities available at partnering community colleges.
7. Work-based learning
 - a. Engage local support from industry and local workforce development agencies for implementation of CTEIG and K12 Strong Workforce Program to promote relevance and value of education pathways for students' career preparation.
 - b. Coordinate industry and workforce development outreach efforts with the K14 Technical Assistance Providers, California Community College Regional Directors and State Department of Education Industry Sector Leads.
 - c. Support implementation of career exploration curriculum, such as CalCRN and *Get Focused, Stay Focused*.
8. Coordinate with Statewide, regional and local development and distribution of student outreach publications and marketing communications to prospective students, school district personnel, and community members.
9. Perform other duties as assigned.

REQUIRED PERFORMANCE OUTCOMES

The K12 Pathway Coordinators are required to develop specific performance outcomes for 2020-21 and a workplan for achieving these in consultation with the CTE IG and K12 SWP grantees within their service area and under the guidance of the K-14 TAP. The workplan and outcomes are to be shared with the service area's CTE programs and the Regional Consortium.

K12 STRONG WORKFORCE METRICS

K12 SWP Metrics that measure K-12 student-level outcomes:

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school. (Source: CALPADS & CCCC MIS)

**not currently in CALPADS*

K12 SWP Metrics that measure postsecondary student-level outcomes:

- Completed 9+ CTE units in first year of CA Community College.
- Attained a CA Community College certificate/degree or journey level status.

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- Transferred to a four-year institution after exiting CA Community College.
- Entered registered apprenticeship after participation in high school preapprenticeship program (currently exploring)

**Source: CCCCCO MIS, CSUs, UCs, National Student Clearing House, DAS, CDE*

K12 SWP Metrics that measure employment student-level outcomes:

- Employed in a job closely related to field of study after exiting CA Community College (Source: CCCCCO CTEOS)
- Median annual earnings of students after exiting CA Community College*
- Attained a living wage after exiting CA Community College*

**Source: EDD data*

The following K14 Pathway Quality Rubric (Table 2) shows examples of baseline expectations for pathway development, effective practices for targeting of activities, and leading indicators that support the objectives, activities, and most importantly the outcomes listed in this scope of work. The leading indicators are intended to be captured in expenditure and progress reports to the CCCCCO and CDE.

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Table 2. K14 Pathway Quality Rubric

Curriculum			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes :
2 sequential CTE courses aligned with 1 or more regional post-secondary pathways	2-3 or more sequential CTE courses aligned with multiple regional post-secondary pathways	Number of K14 pathways	# of students who completed 2+ CTE courses in high school in the same program of study.
K12 faculty collaboration	Collaboration within and across K12 and post-secondary faculty	Number of faculty pathway collaboration meetings and activities	# of students who completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
	1 or more contextualized academic courses;		# of students who entered registered apprenticeship after participation in high school pre apprenticeship program.
	CTE courses qualified A-G for UC/CSU eligibility		# of students who attained a CA Community College certificate/degree or journey level status.
	Includes completion of a postsecondary credential		
	Extended-day and summer pathway programming		
College and Career Exploration			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
College & Career Exploration within or outside a CTE Course	Dedicated College and Career Exploration Curriculum framework taught as a standalone course or as units deployed across series of courses	Number of LEA's adopting common CCE curriculum or dedicated coursework	N/A
Postsecondary Transition and Completion			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Articulated or Credit by Exam Courses that offer High School student's college credit.	Dual Enrollment/other early college completion for career education and/or senior capstone course(s)	Number of articulated or Credit by Exam pathway courses offered	% (rate) of students who graduated high school.
Participation in college visits, college fairs, or other college awareness activities	Development of long-term college and career plans linked to future college education planning		

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

Educational and career exploration planning prior to high school graduation	Matriculation support no later than 11 th grade (orientation, FAFSA, enrollment svcs, etc)	Number of Dual Enrollment pathway courses/other early college attainment	# of students who enrolled in a CA Community College within one year of leaving secondary school.
Support for HS counselors to incorporate career goals and CTE pathways into college counseling	Access to college counseling & other support (ed planning, remediation, acceleration, bridge prog's)	Students receiving matriculation support or access to college counselors	# of students who completed 9+ CTE units in first year of CA Community College. # of students who transferred to a four-year institution after exiting CA Community College.

Work-Based Learning/Employment

Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Pathway offers WBL activities that support career awareness and exploration – industry speakers, industry site visits, participation in career fairs, etc	Pathway offers a full continuum of WBL activities for all pathway students such as career awareness, exploration, and preparation including job shadowing, industry interviews, employer mentors, unpaid and paid internships	Number of students participating in any WBL Number of students participating in paid or unpaid internship	# of students who are employed in a job closely related to field of study after exiting CA Community College. Median annual earnings of students after exiting CA Community College. # of students who attained a living wage after exiting CA Community College.

ADDITIONAL INFORMATION

Additional information that may be useful to LEAs drafting the K12 Pathway Coordinator job description are provided below.

The K12 Pathway Coordinator will have knowledge of:

1. Career exploration and labor market information.
2. California K12 data collection systems and practices.
3. Personnel and budget management principles, procedures, and strategies.
4. Principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.
5. Public relations, group presentations, and effective communication in a diverse environment.
6. Student advisement, public speaking, workshop development, and group facilitation principles and practices.
7. K12 and Community college Career Technical Education programs.
8. Principles and practices of project management.

The K12 Pathway Coordinator will have the ability to:

1. Conduct meetings, facilitate groups and workshops.
2. Develop and administer a comprehensive program work plan, budget, and outcomes.
3. Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
4. Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
5. Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
6. Communicate clearly, concisely, and effectively both orally and in writing with industry, students, staff, faculty, outside agencies, and the public.
7. Travel to off-campus functions and transport presentation materials and equipment.
8. Organize and conduct special events in conjunction with other college departments and programs.
9. Attend instructional and student services meetings, as well as local, regional or State Career Pathway and Dual Enrollment meetings, as needed.
10. Represent K12 Strong Workforce Pathways at relevant state and federal conferences and industry events.

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

Education and experience

1. Bachelor's degree from an accredited college or university and three full years of full-time K-12 school district, county office of education, college, or university work experience in a lead position. Demonstrated sensitivity to and understanding of the diverse cultures of high school and community college students.

Desired experience

1. K-14 advising, career pathway and/or grant experience.
2. Experience working with special populations students.

If you have questions about K12 Strong Workforce Program, please contact Alejandro Sandoval at asandoval@cccco.edu.

Exhibit D

Guidance on Sub-agreement for
Year 1 K12 Workforce Pathways
Coordinator and Important Updates
Letter from RSCCD (04-01-2020)



Building the future through quality education

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rscdd.edu

Santa Ana College • Santiago Canyon College

DATE: April 1, 2020
TO: LEA Host Institution for the K12 Workforce Pathways Coordinator
FROM: Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators
Re: Enclosed sub-agreement for Year 1 – K12 Workforce Pathways Coordinator and Important Updates

Dear K12 Workforce Pathways Coordinator Host:

This cover letter is to share important updates to the K12 Workforce Pathways Coordinator grants and to provide instructions for processing the enclosed Year 1 K12 Coordinator sub-agreement with your institution.

Important Updates

YEAR 1 – K12 Workforce Pathways Coordinator grants

Due to the delay in starting the Year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the Year 1 awards will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline.

Year 1 performance period: 3/1/2020 – 12/31/2020.

Action Item 1:

The enclosed Year 1 sub-agreement reflects the original amount of \$125,000. To avoid delays in getting the funding to the host institution, we request that you submit the enclosed sub-agreement for your institution's approval process.

The host institution can submit invoices for the advanced payment based on this original sub-agreement. It will not need to wait until the amendment is processed in order to request the advance payment.

Action Item 2:

The fiscal agent will create amendments to the Year 1 sub-agreements to reduce the total cost from \$125,000 to \$100,000. We plan to have those amendments for our board meeting in April, but we will have them processed no later than May 2020.

The host institution will receive the amendment (1-2 pages) that will indicate the change in the total cost, obtain approval signatures, and return it to the fiscal agent to adjust the purchase order accordingly.

BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez • Lawrence R. "Larry" Labrado • Nelida Mendoza Yanez • Phillip E. Yarbrough

CHANCELLOR:

Marvin Martinez

YEAR 2 – K12 Workforce Pathways Coordinator grants

Year 2 grant awards for \$125,000, with a performance period of 7/1/20 – 12/31/21, will be developed and presented to the fiscal agent's board by May 2020.

Ideally, we would like to send the host institutions the Year 1 amendment and the Year 2 sub-agreement at the same time. We understand that it will help hosts with hiring processes if they have received grant agreements for Year 1 at \$100,000 and Year 2 at \$125,000 as soon as possible.

We will strive to have Year 2 sub-agreements approved in April 2020, but may be constrained due to approval processes that are delayed due to the COVID-19 impact. If not in April, Year 2 – K12 Coordinator sub-agreements will be processed before the start of the new fiscal year.

Instructions to host institutions for processing the enclosed Year 1 sub-agreement

Contract documents checklist:

- Copy of the sub-agreement for countersignature by host institution
- Exhibit A – Host college application (scope of work)
- Exhibit B – Invoice Form and Instructions
- Exhibit C – Guidance Memorandum from the Chancellor's Office
- Exhibit D – Articles I and II Legal Terms and Conditions

To execute this sub-agreement in order to distribute the funds, please do the following:

- 1) Enter/review the information for the primary contact and fiscal contact (page 5).
- 2) Enter the host institution's EIN (page 6).
- 3) Print and submit the sub-agreement for authorized signature of approval by your host institution.
- 4) By May 8, 2020, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo, Santoyo_Sarah@rscdd.edu, and cc Maria Gil, Gil_Maria@rscdd.edu. The fiscal agent does not require an original signed copy.
- 5) By May 29, 2020, submit an invoice for the 70% advance payment. Please work with your fiscal/accounting office to generate an invoice for an advance payment of \$87,500. Instructions for completing the invoice template are listed in exhibit B.

For questions pertaining to sub-agreement and invoice processing, please contact Maria Gil at (714) 480-7464, Gil_Maria@rscdd.edu.

For all other questions pertaining to this notice, please contact me using the information provided below.

Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators

(714) 480-7466, Santoyo_Sarah@rscdd.edu

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs

Exhibit E

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

ARTICLE II

Standard Legal Terms and Conditions
(Revision 5/15/14)

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

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

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) 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.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by February 28. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

2. Budget Changes

- Grantee may make changes to any budget category amounts 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 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. 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. 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

The following reports shall be submitted by the due dates indicated for the duration of the grant term. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

- 1st Quarter – October 31
- 2nd Quarter – January 31
- 3rd Quarter – April 30
- 4th Quarter – July 31
- Final Report – February 28

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline.**

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

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

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appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

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

4. Dispute

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

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

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

5. Notice

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

6. Interpretation

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

7. Project Director and Key Personnel

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

8. Project Monitor

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

9. Budget Concerns

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

10. Assignment

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

11. Subcontracts or Subgrants

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

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

12. Audit

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

13. Products and Deliverables

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

14. Travel

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

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

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

15. Standards of Conduct

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

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

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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

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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.

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

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



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and

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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:

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- 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

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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

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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.

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- 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.

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- 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

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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.