

GRANT AGREEMENT

California Community Colleges Board of Governors - 6870	District (Grantee): Foothill-DeAnza CCD College: Foothill College
Division: Workforce and Economic Development Project: Invention and Inclusive Innovation Initiative (i3) Pilot	Total Amount Encumbered: \$125,000.00

This grant is made and entered into by the California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors and Foothill-DeAnza Community College District hereafter referred to as the Grantee. The purpose of the grant is for Foothill College to participate in the Invention and Inclusive Innovation Initiative (i3) pilot to plan, design, and execute an initial offering with the intent to institutionalize the i3 program at the college. The grant consists of this Grant Agreement face sheet and the Grant Agreement Terms and Conditions.

The total amount payable shall not exceed the amount specified above as "Total Amount Encumbered".

The term of this grant shall be from May 23, 2022 to June 30, 2023.

GRANTEE

Project Director: Justin Sewell	Total Grant Funds Requested: \$125,000.00
Signature, Chief Executive Officer (or Authorized Designee)	
	Date:
Print Name/Title of Person Signing: Susan Cheu, Director of Programs and Partnerships	District Address: 12345 El Monte Rd. Los Altos Hills, CA 94022

STATE OF CALIFORNIA

Project Monitor: Zitlali Torres	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.	
	Date: Jul 20, 2022
Signature, Deputy Chancellor (or Authorized Designee)	
	Date:
Print Name/Title of Person Signing Dr. Daisy Gonzales, Deputy Chancellor	

STATE OF CALIFORNIA FUNDING

Bus. Unit	Ref No.	Fund	FI\$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
6870	101	0001	5675119	68704000	5432000	081	21	2021	2021-22	\$125,000.00
TOTAL AMOUNT ENCUMBERED TO DATE: \$125,000.00										

EXHIBIT A

A. SCOPE OF WORK AND PAYMENT PROVISIONS

1. Scope of Work

Grantee will participate in the Invention and Inclusive Innovation Initiative (i3) pilot to plan, design, and execute an initial offering with the intent to institutionalize the i3 program at the college.

The i3 program seeks to expand underrepresented and underserved community college students' exposure to Science, Technology, Engineering, and Mathematics (STEM) and invention education. The program also seeks to prepare these students with an entrepreneurial mindset regardless of their career interest to give them the competitive advantage needed to obtain jobs with a living wage in their field of study or to create their own business ventures. Further, the program also seeks to increase faculty adoption of experiential learning methods, which are integral to the i3 initiative.

Grantee shall complete the following tasks:

i3 Pilot Deliverables and Milestones

Phase	Activities	Timeline	Participating Grantee Milestone and Deliverable Completion Requirements
Onboarding and Orientation	<ul style="list-style-type: none"> make/SHIFT conference <ol style="list-style-type: none"> Pre-conference workshop on Facilitating Experiential Learning Post-conference workshop on Introduction to Invention Education Kickoff – overview of pilot program, including review of requirements & milestones, mission, vision, partner introductions, etc. Prototype colleges share information on their offerings and experience Introduce NexusEdge; colleges begin installation approval and process 	April – June 2022	<p>Milestone: Complete Onboarding & Orientation</p> <p>Completion Requirements: Virtual or in-person attendance at:</p> <ul style="list-style-type: none"> make/SHIFT pre-workshop on Facilitating Experiential Learning and post-workshop on Introduction to Invention Education (Review of recorded workshop is also acceptable.) Training/orientation/project meetings <p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> Team Roster including names, contact information, titles, and roles for the Pilot Project Team and Supporting Cast to be submitted via NOVA
i3 Content Deep Dive	<ul style="list-style-type: none"> Deep dive into i3 content (e.g., Canvas Blueprint) Participate as a faculty learner Mentoring from prototype colleges 	June – August 2022	<p>Milestone: Complete i3 Content Deep Dive</p> <p>Completion Requirements: Attendance at:</p> <ul style="list-style-type: none"> i3 Canvas Blueprint Orientation and Overview by One Learning Community Training/orientation/project meetings
Initial Offering Design and Preparation	<ul style="list-style-type: none"> Deep dive into additional topics including planning pilot offering, facilities/logistics, recruitment, and teaching 	August – December 2022	<p>Milestone: Complete Initial Offering Design</p> <p>Completion Requirements: Attendance at:</p> <ul style="list-style-type: none"> Training/orientation/project meetings

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Phase	Activities	Timeline	Participating Grantee Milestone and Deliverable Completion Requirements
	<p>supports, etc.</p> <ul style="list-style-type: none"> • Plan and design i3 pilot offering, including the collection of student contact information and administration of a post-completion survey for not-for-credit offerings • Participate in faculty debriefs • Observe other offerings (from prototype colleges) • Mentoring from prototype colleges • Create a plan to build and strengthen entrepreneurial ecosystem within college and with local community 		<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> • Implementation Plan describing the planning and execution details (e.g., timing, facilities, logistics, recruitment, etc.), building/strengthening entrepreneurial ecosystem, and offering outline, including format (e.g., credit/non-credit/not-for-credit), course names and numbers, length, topics, learning outcomes, etc. to be submitted via NOVA 8 weeks prior offering start
<p>Initial Offering Delivery</p>	<ul style="list-style-type: none"> • Deliver initial offering • Depending on timing of initial offering, plan for and hold a subsequent offering, as appropriate • Participate in faculty debriefs • Mentoring from prototype colleges 	<p>January – May 2023</p>	<p>Milestone Complete Initial Offering Delivery</p> <p>Completion Requirements: Attendance at:</p> <ul style="list-style-type: none"> • Project meetings • Faculty debrief meetings <p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> • Monthly journal entries on MS Teams collaboration site documenting results/observations, learnings, and adjustments to plan
<p>Pilot Close-Out</p>	<ul style="list-style-type: none"> • Reflect on pilot experience • Document learnings • Collect and submit student data outcomes 	<p>June 2023</p>	<p>Milestone: Pilot Close-Out Completion Requirements</p> <p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> • Final Report outlining pilot experience, lessons learned, recommendations, and next steps submitted via NOVA • Student achievement data collection and submission via one of the following two methods: <ol style="list-style-type: none"> 1) For recipients who are offering i3 programming as a part of preapproved credit or noncredit courses, Chancellor’s Office Curriculum Inventory (COCI) course numbers for all i3-funded courses must be provided through NOVA. In addition, recipients must include information on all student-participants in their data transfers to Management Information System

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Phase	Activities	Timeline	Participating Grantee Milestone and Deliverable Completion Requirements
			<p>(MIS).</p> <p>2) For recipients who are offering i3 programming on a not-for-credit basis or who are creating new courses in COCI for this project, data must be tracked for all student-participants, and summary reports will be required to be submitted periodically via NOVA. This will include¹:</p> <ul style="list-style-type: none"> a) Participant demographics, including age, race/ethnicity, gender, first-time status, economically disadvantaged students status, and all other demographic categories tracked by the Chancellor's Office b) Participant course success (i.e., pass/fail, grade, etc.) c) Participant transfer rate (including into other CCC pathways or UC/CSU) d) Participant contact information e) Summarized survey results for the participant post-completion survey

The budget for the services outlined above in the scope of work is as follows:

Object of Expenditure	Classification	Line	Total Program Funds Requested
1000	Instructional Salaries	1	60,000
2000	Noninstructional Salaries	2	10,000
3000	Employee Benefits	3	15,000
4000	Supplies and Materials	4	5,000
5000	Other Operating Expenses and Services	5	30,192
6000	Capital Outlay	6	
7000	Other Outgoing	7	
Total Direct Costs		8	120,192
Total Indirect Costs (Not to exceed 4% of Direct Costs)		9	4,808
Total Project Costs		10	125,000

¹ Note that any summary statistics used to represent (b) through (c) should be disaggregated by the demographic categories covered in (a).

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2. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Zitlali Torres	Name: Justin Sewell
Phone: (916) 327-5692	Phone: (650) 949-7720
Address: 1102 Q Street, Sacramento, CA 95811	Address: 12345 El Monte Rd., Los Altos Hills, CA 94022
Email: ztorres@cccco.edu	Email: sewelljustin@fhda.edu

3. Contractor's Project Director

Grantee's Project Director is responsible for representing Grantee during the term of the Grant Agreement. Grantee shall notify the Chancellor's Office of any change in the Project Director.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

5. Fund Disbursement

In consideration for the promised services described in the scope of work, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. Grantee may submit invoices for work performed after April 1, 2022, and consistent with the Scope of Work.

Payments shall be made as follows:

Payment Date	Milestone Payment	Milestone Verification for Payment (Based on SOW)
7/15/22	\$20,000	Complete Orientation & Onboarding Phase
8/15/2022	\$40,000	Complete i3 Content Deep Dive Phase
To be decided by Project Monitor (based on proof of offering in Fall 2022, Winter 2022, or Spring 2023)	\$50,000	Complete Initial Offering Design & Preparation Phase
6/30/2023	\$15,000	Complete Initial Offering Delivery and Pilot Close-Out Phases
TOTAL:	\$125,000	

Invoices must be emailed to the accountspayable@cccco.edu email address with a copy to the Project Monitor and must include the following information clearly displayed on all invoices:

- Date of Invoice. The words "Date of Invoice" must precede the date of the invoice.
- Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number.

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- Contractor's Name. Contractor's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FI\$Cal Government Agency Taxpayer ID Form (TIN).
- Payee Address. The phrase "Remit to Address" must precede Contractor's address, which must match the address on the Std. 204 or TIN Form.
- The Chancellor's Office Agreement number.
- The Chancellor's Office Project Monitor.
- Description and date(s) of service(s) rendered.
- Invoice Amount.
- Grantee Contact Information.

6. Travel and Expense Reimbursement

Grantee travel and other expense reimbursement shall be governed by the travel policy and procedures adopted by the Grantee's governing board. 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 (1) the travel is related to the scope of work, (2) the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, (3) the request is made by the Grantee, (4) Grantee does not seek or receive any favorable treatment in exchange for paying for travel, (5) travel is arranged and paid for through ordinary Chancellor's Office processes, and (6) the Grant Funds are used to reimburse those costs.

7. Budget Changes

Grantee may make changes to any budget category amounts up to ten (10) percent of the category's line item without approval of the Project Monitor, provided that no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

8. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee understands, and will advise sub-grantees and subcontractors, that any work performed by the Grantee, a subgrantee, or a subcontractor 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.

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- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner.

B. SPECIAL TERMS AND CONDITIONS

1. Subcontractors and Subgrantees

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform the services under this Grant Agreement. Subcontractors or subgrantees specifically identified in this Grant Agreement are deemed to be approved by the execution of this Grant Agreement.
- b. Subcontractors and subgrantees retained by Grantee shall be selected using procedures 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. To the extent possible, Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. Grantee shall immediately notify the Project Monitor in the event that any subcontractor or subgrantee 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 selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no contract 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 or subgrantee.

2. Approval of Publications and Deliverables and Branding

- a. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations.
- c. Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division. The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work

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begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to brand@cccco.edu.

- d. All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
- e. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report.
- f. 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.

3. Intellectual Property*Exclusive Property of Chancellor's Office and Assignment*

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed, or produced pursuant to this Grant Agreement shall be the exclusive property of the Chancellor's Office. In the event the Grantee or a subcontractor or subgrantee obtains any intellectual property rights in their names, all rights, title, and interest in and to the work first developed under this Grant Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.

Subcontracts and Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Grant Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Grant Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

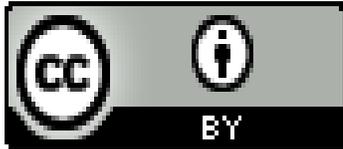
All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Grant Agreement or any subcontract or subgrant, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Grant Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that 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.

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

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U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

*Patents*

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the scope of work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

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 Grantee that a trademark or servicemark be registered with state or federal agencies, Vendor 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 Grantee. 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 written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

4. Prohibition Against Use of Grant Fund for Grant Application

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.

5. Real Property and Equipment (This section only applies if permitted by the funding source.)

Real property and equipment procured with Grant funds will be used for the purpose of the Grant in accordance with the implementing legislation and the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.

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2. If the Grant-funded project involves system wide 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.
4. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

6. 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.

7. Curriculum Development (This provision only applies to the development of new college curriculum.)

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

8. Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

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9. Public Hearings

If public hearings on the subject matter dealt with in this Grant Agreement are held during the period of the Grant Agreement, Grantee will make available the personnel assigned to this Grant Agreement for the purpose of testifying.

10. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office 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. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may utilize.

11. Time is of the Essence

The timing for delivery of the good and/or services required by this Grant Agreement is essential to the provision of educational services to the students of the California Community Colleges that are dependent upon a fixed academic calendar. Failure to complete any element of the scope of work shall entitle the Chancellor's Office to withhold up to the full amount of the ten-percent final payment, at the Chancellor's Office discretion.

C. GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Settlement of Disputes

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final. Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the California State Auditor, 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 California State Auditor, any other appropriate state or federal

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oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, including the hiring of subcontractors or subgrantees, 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, as well as its subcontractors and subgrantees in administering the Grant Agreement, will avoid situations that 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, or its subcontractors and subgrantees 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, or its subcontractors and subgrantees will exercise due diligence to avoid situations that 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 subcontractors and subgrantees, officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no subcontractor, subgrantee, 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 that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that 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 or subgrant is for the provision of services or goods by any board member, or by any person or entity that 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

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rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. 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.

8. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors 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, contractors and subcontractors 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, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

9. 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, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)
- 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 Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards: [Revised 508 Standards and 255 Guidelines \(access-board.gov\)](#) and/or the WCAG 2.1 Level AA criteria ([Web Content](#)

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[Accessibility Guidelines \(WCAG\) 2.1 \(w3.org\)](#)), and guidelines developed by the Chancellor's Office.

- e. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- f. Grantee and its contractors 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 contracts or subgrants to perform work under this Grant Agreement.

10. 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.

11. 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. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that 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. Upon termination, 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

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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.

12. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

13. 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.

The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- a. 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);
- b. 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
- c. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

14. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

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15. 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.

16. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

17. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

18. 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.

19. 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.

20. 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.

Foothill i3 Pilot Grant Agreement Face Sheet

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