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CHANCELLOR'S OFFICE  
CALIFORNIA COMMUNITY COLLEGES  
STUDENT SERVICES AND SPECIAL PROGRAMS DIVISION

# REQUEST FOR APPLICATIONS

COURSE IDENTIFICATION (C-ID) PROGRAM



**RFA Specification No. 14-028**  
**(as amended January 27, 2015)**  
2014-2015 Funding Fiscal Year

**Instructions, Terms and Conditions**

**Application Deadline: Applications must be received at the  
CCC Chancellor's Office by 5:00 p.m. on March 13, 2015**

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# **Section I**

## **Request for Applications (RFA) Specification**

## Section I

### Chancellor's Office California Community Colleges

#### Request for Applications Specification No. 14-028

<b>RFA Specification Number:</b>	14-028
<b>RFA Specification Title:</b>	Course Identification Project (C-ID)
<b>Program Division:</b>	Student Services and Special Programs
<b>Division Vice Chancellor:</b>	Linda Michalowski
<b>Program Staff Contact:</b>	Bob Quinn
<b>Funding Categories:</b>	Local Assistance, Transfer Education and Articulation Local Assistance, Student Success and Support Program SB 858 (formerly SB 1070)
<b>Funding Period:</b>	May 1, 2015 – October 31, 2015
<b>Maximum Funds Available:</b>	\$150,000
<b>Match Requirement:</b>	No Match Required
<b>Number of Awards:</b>	One (1)

#### AMENDMENT HISTORY

Amended January 27, 2015 as follows:

1. Funding categories (and amounts) expanded to also include Local Assistance, Student Success and Support Program, and SB 858 (formerly SB 1070).
2. Pre-application conference call time corrected to state 10 a.m., not 10 p.m..

#### INTRODUCTION

The grant awarded through this Request for Applications (RFA) Specification is for a period of six months. The grant may be renewed annually for up to four additional years, dependent on satisfactory performance and the availability of funds. Total grant funding increases significantly beyond the initial six-month period, as shown below:

Year	Period of Award	Amount
Year 1	May 1, 2015 – October 31, 2015	\$150,000
Year 2	Nov 1, 2015 – June 30, 2016	Up to \$1,100,000
Year 3	July 1, 2016 – June 30, 2017	Up to \$1,250,000
Year 4	July 1, 2017 – June 30, 2018	Up to \$1,250,000
Year 5	July 1, 2018 – June 30, 2019	Up to \$1,250,000

## BACKGROUND

The Course Identification Numbering System (C-ID) program was created through a grant initiated in 2006-07 as a response to legislation requiring the California Community Colleges to develop and implement a course identification numbering system among the public and private postsecondary institutions, with the intent of maximizing the effective and efficient transfer of students within and among California's higher education segments.<sup>1</sup> The C-ID program's initial focus was on providing a community college course identification system to facilitate broader articulation and to provide a mechanism for easily determining what popular, transfer level, major preparation courses taught at community colleges in close proximity to one another are comparable.

Beginning 2006, the initial grant, and subsequent renewals, established the infrastructure and methodology necessary to implement a course identification numbering system among the many similar courses provided system wide throughout the public and independent college and university systems. Since that time, through the support of the statewide Academic Senate for California Community Colleges (ASCCC), along with campus faculty, 270 approved course descriptors are now in place across 34 disciplines, and over 7,696 community college courses throughout the state have been granted a C-ID number.<sup>2</sup> Also, all 112 community colleges have submitted courses to C-ID for descriptor designation at this time. At the university level, 12 CSUs have identified 1,194 CSU courses that are comparable to one or more C-ID descriptors.<sup>3</sup> The declaration of a university course as comparable to a C-ID descriptor allows for a one-to-many articulation instance. For example, where community college courses throughout the system are deemed comparable to the same C-ID descriptor, they are automatically considered comparable to the university course that has accepted the descriptor, thus eliminating the need for a time-consuming one college to one university course-to-course articulation request and review process.

In addition, the C-ID program has been an important part of the Associate Degree for Transfer implementation (SB 1440 Padilla 2010 and SB 440 Padilla 2013, now codified in California Education Code §§ 66746-66749), which leveraged the C-ID program's infrastructure to support the development of Transfer Model Curriculum (TMC) for each major within the Associate Degree for Transfer program. All courses listed on a TMC are accompanied by a C-ID descriptor, allowing colleges to identify the appropriate curriculum for the degree based on the C-ID descriptors. At this time 32 TMCs exist for popular transfer majors and several more are under development.<sup>4</sup>

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<sup>1</sup> SB 1415 (Brulte 2004, § 66725 added to the Education Code)

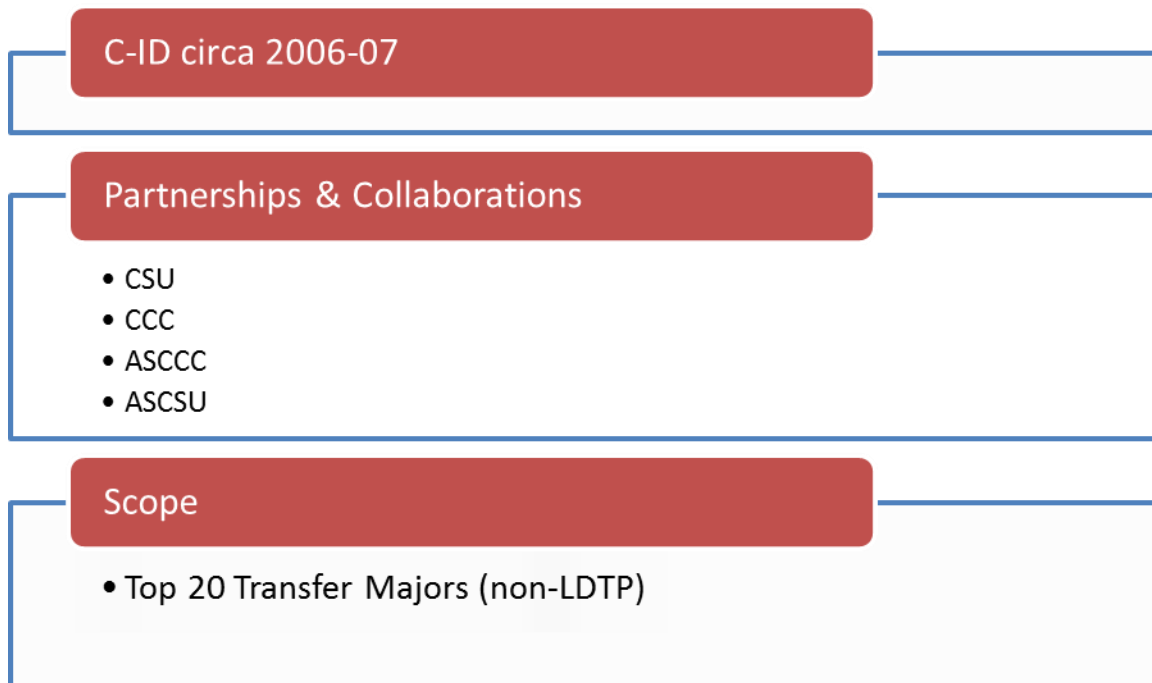
<sup>2</sup> Course Identification Numbering System (C-ID) Newsletter, May 2014

<sup>3</sup> Ibid.

<sup>4</sup> Additional information regarding the C-ID program and TMCs can found at [www.c-id.net](http://www.c-id.net).

## NEED

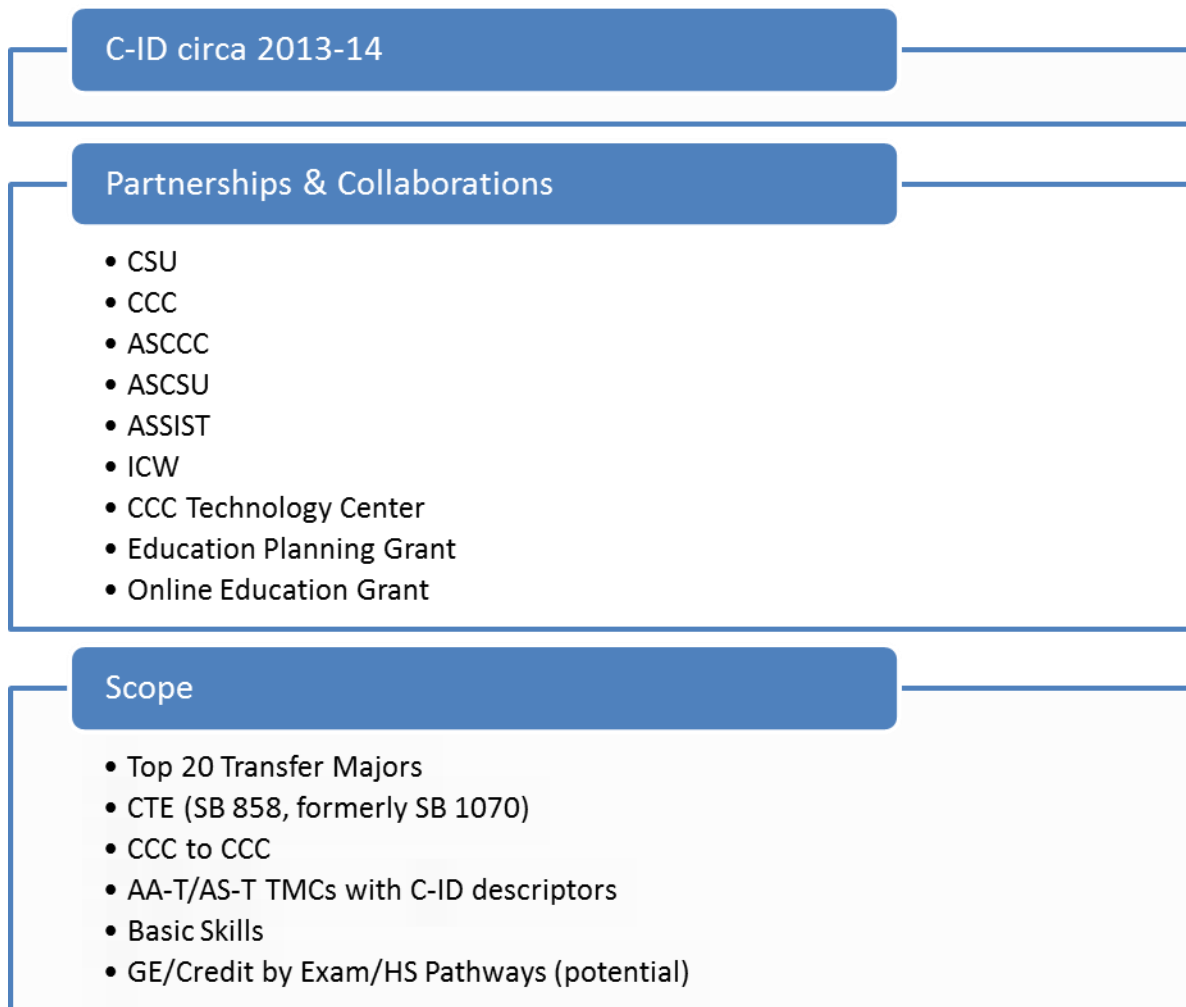
The following two charts illustrate the evolution of the C-ID program scope from program initiation to the current year. First charged with creating supra-numbers for courses in the top 20 transfer majors (excluding CSU's Lower Division Transfer Pattern (LDTP) Program courses), the C-ID program's partnerships and collaborations at the time included California higher-education segments and respective Academic Senates, as shown in figure 1.



**FIGURE 1**

As shown in figure 2, over time the C-ID program has expanded to include, or to soon include, curriculum that supports a variety of new initiatives, including the Associate Degrees for Transfer program, transfer-level Career Technical Education curriculum, CCC to CCC lateral transfer including basic skills, and continual review of the top 20 transfer majors. C-ID also now shares data with the ASSIST ([www.assist.org](http://www.assist.org)) articulation repository, importing C-ID data to ASSIST ([www.assist.org](http://www.assist.org)) to support an ASSIST search feature, and likewise, ASSIST exports articulation data to the C-ID program. The C-ID program has also recently established a partnership with the statewide CCC Technology Center ([www.cccnext.net](http://www.cccnext.net)), where the Center now lends its expertise by hosting the C-ID web site along with providing application and database technology support for the program.





**FIGURE 2**

Accompanying this scope increase was the need to evaluate the manner in which the C-ID program is currently structured, to determine organizational changes necessary to support anticipated program growth in curriculum areas, partnerships, and collaborations. The C-ID program's current grant (id 14-290), is structured where the grantee, Los Rios CCD, serves as the fiscal agent with the ASCCC sub-contracted and solely relied upon for curriculum and daily operations.<sup>5</sup> This model served the program well during initiation and development, as most activities were centered on developing curriculum centric policies and procedures. With the anticipated expansion of C-ID curriculum, this new grant seeks to provide infrastructure support for the curriculum work through the establishment of a C-ID operations office. The C-ID operations office would provide necessary operational leadership, including coordination with stakeholders and any sub-contractors.

<sup>5</sup> Active grant 14-290 concludes June 30, 2015, allowing for a one-month overlap between this new grant and the active grant.

The following is intended to help clarify the division of C-ID responsibilities between operations and curriculum:

### **C-ID Operations-Related Responsibilities:<sup>6</sup>**

- employ a full-time district-employed Operations Director;
- manage the grant budget and work plan;
- process faculty reviewer stipend payments;
- negotiate event contracts;
- oversee subcontractors' statements of work, as applicable;
- ensure budget/per diem compliance and invoice processing;
- convene the C-ID Stakeholder Advisory Committee;
- provide technology oversight;
- manage partner/collaborative relationships;
- provide helpdesk support on technical issues;
- identify, monitor, and report key program metrics; and
- develop and deliver training on use of the submission application.

### **C-ID Curriculum-Related Responsibilities:**

- resource a Curriculum Director and any necessary staff;
- provide input into the curriculum-related aspects of the grant work plan;
- engage, recruit, train and support faculty and articulation officers involved in C-ID, including faculty discipline input groups and faculty review groups;
- serve as the liaison to the faculty of the California public higher-education Academic Senates and AICCU institutions;
- convene a C-ID curriculum advisory committee, faculty discipline input groups, faculty review groups, and an articulation officer subgroup;
- provide helpdesk support on curriculum-related issues;
- develop and deliver C-ID presentations as requested at conferences and trainings;
- provide statewide expertise on all curriculum-related matters;
- provide input on key program metrics and all curriculum-related program costs.

## **PURPOSE/USES OF THE FUND**

Originally the C-ID program was established to comply with state education code introduced in 2004 related to common course identification<sup>7</sup> and, in doing so, provide for a course identification numbering system to maximize the effective and efficient transfer of students within and among California's higher education segments. Funds from this grant will continue

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<sup>6</sup> This set of responsibilities may not be sub-contracted.

<sup>7</sup> California Education Code, §§ 66725 through 66725.3

to support this goal, as well as the expanded role outlined in Figure 2. The following are examples of costs typically anticipated within this grant:

- program administration, including reporting and fiscal accountability;
- curriculum-related activities, including C-ID descriptor creation, review, and management;
- course submission activity, including review, submission support, and management;
- faculty recruitment, participation, training, and support;
- articulation officer training and support;
- technology, including web site and database infrastructures;
- program marketing; and,
- program communication.

## OBJECTIVES

Given the short six-month duration of this first grant, it is essential to successfully transition from the current grant, concluding June 30, 2015, while also establishing a C-ID operations office and new operational model. Working under the direction of CCCCO Student Services and Special Programs Project Monitor,<sup>8</sup> the grantee's initial objectives to support the program goal above are as follows:

1. establish a C-ID Grant office at a district or college, including the hiring of a full-time C-ID Operations Director and any necessary staff support;
  - The C-ID Operations Director shall possess the minimum qualifications as shown in Exhibit C.
2. successfully transition from the existing program model to the new program model;
3. develop and implement a plan to transition grant operations-related activity from the ASCCC to the new C-ID Grant Office. C-ID Grant Office responsibilities would include;
  - employment of a full-time operations director;
  - managing the grant budget and work plan;
  - processing faculty reviewer stipend payments;
  - negotiate and signatory to event contracts;
  - oversee subcontract statements of work, budget/per diem compliance and invoice processing, as applicable;
  - convene the C-ID Stakeholder Advisory Committee;
  - provide technology oversight, manage partner/collaborative relationships;
  - provide helpdesk support on technical issues;
  - identify, monitor, and report key program metrics; and,

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<sup>8</sup> For the purpose of this grant, the Project Monitor is the CCC Chancellor's Office Transfer & Articulation Specialist.

- develop and deliver training on use of the submission application.

The Operations Director is expected to work jointly with the Curriculum Director to accomplish grant objectives.

4. establish a new C-ID Stakeholder Advisory Committee, as determined by the Chancellor's Office, to identify and recommend to the Chancellor C-ID objectives and priorities, including developing a committee charter and convening meetings. An example of the C-ID Stakeholder Advisory Committee representation is provided below and should reflect the current and future scope of C-ID as illustrated in figure 2:

<b>Stakeholder*</b>	<b>Role</b>
Grantee	Operations Director (also facilitates)
Grantee	Curriculum Director
Grantee	Technology Director
CCC Chancellor's Office	Grant Program Monitor
CCC Chancellor's Office	Student Services Representative
CCC Chancellor's Office	Academic Affairs Representative
CCC Chancellor's Office	TRIS Representative
ASCCC	Appointed Faculty Position
ASCSU	Appointed Faculty Position
ASSIST	Program Manager
Initiative1 - EPI	EPI Director
Initiative2 – OEI	OEI Director
Initiative3 – CAI	CAI Director
Initiative4 - CTE	CTE CCCCCO Representative
Initiative5 - Transfer	Transfer CCCCCO Representative

\*Stakeholders will fluctuate based on emerging and retiring initiatives.

5. provide or sub-contract for C-ID web site hosting and technology support. Technical support responsibilities typically include:<sup>9</sup>
  - web application and database hosting in an ISO 27001 certified environment;
  - technical point of contact and technical resources for enhancements and issue resolution;
  - cybersecurity;
  - data and code archiving; and,
  - backup/restoration services.
6. Provide or sub-contract for C-ID statewide curriculum-related responsibilities and implementation, including the expanded scope identified in Figure 2. Curriculum responsibilities typically include: <sup>10</sup>

<sup>9</sup> Grantee is required to obtain written approval from the CCCCCO Project Monitor prior to the selection and award of all subcontracts/subgrants to subcontractors or subgrantees, related to performing services under this Grant Agreement, per Article II.

<sup>10</sup> Ibid

- providing a Curriculum Director;
- engaging, recruiting and training faculty;
- serving as a liaison between other segment faculty;
- convening the curriculum advisory committee, faculty discipline input groups, faculty review groups, and the articulation officer subgroup;
- providing curriculum-related helpdesk support and training;
- providing presentations; and,
- providing expertise on statewide curriculum matters.

The Curriculum Director is expected to work collaboratively with the Operations Director and Technology Director to accomplish grant objectives.

7. develop an initial draft of a C-ID strategic plan through the life of this grant and subsequent renewals, along with drafting a 2015-16 operational plan.

## **WORKPLAN PROCEDURES AND ACTIVITIES**

The applicant should identify the necessary procedures and/or activities, and specify how each are related to achieving each of the objectives listed in the previous section. As necessary, describe the sequence of activities utilizing a timeline with narration. Timelines with monthly objectives are preferable to specific dates. A form is provided in Appendix B to document work plan procedures and activities. *(A computer facsimile of the form is acceptable.)*

## **EVALUATION/PERFORMANCE OUTCOMES**

Each workplan procedure or activity should include a performance outcome that links back to supporting the objective and in-part address the program need.

The grantee will be required to submit a progress report mid-year along with an annual report (see schedule in a subsequent section). The mid-year and annual reports must include a summary of the program (e.g.: status, achievements, issues, concerns, goals, risks, etc), along with a report out on the work plan deliverables, and financial summary/detail reporting.

Ongoing contact with the CCC Chancellor's Office Project Monitor is required. The grantee, along with any sub-contractors, may be subject to a review of any records and supporting documentation pertaining to the performance of this grant agreement by the grant project monitor, per article II of this agreement.

## FUNDING

One grant will be awarded upon completion of the Request for Applications (RFA) process for a period that is 6 months in duration. It may be renewed annually for up to 54 additional months, dependent on satisfactory performance and the availability of funds. The following table provides grant duration and funding detail:

Year	Period of Award	Amount
Year 1	May 1, 2015 – October 31, 2015	\$150,000
Year 2	Nov. 1, 2015 – June 30, 2016	Up to \$1,100,000
Year 3	July 1, 2016 – June 30, 2017	Up to \$1,250,000
Year 4	July 1, 2017 – June 30, 2018	Up to \$1,250,000
Year 5	July 1, 2018 – June 30, 2019	Up to \$1,250,000

The grantee's indirect administrative costs (overhead) for this program cannot exceed four percent (4%) of the total direct costs.

The successful grantee will receive three installments for each year of the grant, as follows:

- An advance payment of 40% of the total amount of the annual grant, paid as soon as feasible upon a fully executed grant agreement.
- A mid-year payment of 20%, paid upon receipt and approval of the mid-year report. *Note: The first 6-month award will not include a mid-year payment; this payment will be included as part of the final payment.*
- A final payment calculated based on the Final Performance and Expenditure Reports due by July 31 each year. If the total expenditure of funds by that date is less than the advance and mid-year payments, the Chancellor's Office may invoice the Grantee for the excess amount.

Please note applicants must be financially capable of incurring all program costs until reimbursed by the CCC Chancellor's Office.

## LEGAL TERMS AND CONDITIONS

The legal terms and conditions contained in Articles I and II, which are included in this RFA specification, will apply for the grant awarded under this specification. Rather than list the provisions again, Articles I and II are incorporated into the grant agreement document, by reference, on the face sheet. Applicants must therefore retain this RFA specification for future reference.

## **INFORMATION**

If you have any questions or need more information regarding this RFA, please contact the Project Monitor, Bob Quinn, by telephone at (916) 324-2358, e-mail at [bquinn@cccco.edu](mailto:bquinn@cccco.edu), or by mail at CCC Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6549.

# **Section II**

## **Application Instructions and Evaluation Criteria**



## **Section II**

### **Application Instructions and Evaluation Criteria**

#### **A. Intent**

Section II contains general instructions, procedures, formats, and timelines for submitting award applications to the California Community Colleges, Chancellor's Office (CCCCO). It has been developed with the intent of establishing, to the extent possible, consistent practices and procedures for the submission, evaluation, and allocation of a variety of State and federally funded projects administered through this office.

Applications should be submitted utilizing the format and sequence described in these Application Instructions, and fully address the RFA Specification.

#### **B. RFA Funding Category**

**Fund disbursements are allocated in three funding categories:**

Local Assistance, Transfer Education and Articulation  
Local Assistance, Student Success and Support Program  
SB 858 (formerly SB 1070)

Additional funding categories may be applied to future year grants.

#### **C. Eligibility**

Community College districts are eligible to apply. All applications recommended for approval shall have or obtain approval of the Board of Trustees of the districts.

**Important Note:** All potential applicants for funding under this RFA should carefully note that new provisions were recently added to the "Division/Program-Specific Legal Terms and Conditions," Article I; the "Standard Legal Terms and Conditions," Article II; and the "Division/Program-Specific and Standard Legal Terms and Conditions," Article III. These provisions relate to the use of subcontractors, the implementation of the settlement agreement in *Camarena v. San Bernardino Community College District, et al*; and the eligibility of certain classes of non-citizens to receive public benefits under the Personal Responsibility and Work Opportunity Act of 1996. Additionally, the provision relating to the Americans with Disabilities Act of 1990 has been expanded to require that materials produced with these grant funds be provided in an alternative medium upon request. All equipment, software, and/or instructional materials purchased under these grant awards must either be designed to permit use of persons

with disabilities or come equipped with adaptive equipment to make it possible; see Article II, provision 30 for more details. If you have questions about the meaning of any of these provisions, you may contact the grant Project Monitor, Bob Quinn, at (916) 324-2358 or [bquinn@cccco.edu](mailto:bquinn@cccco.edu).

#### **D. Questions/Resource & Reference Materials**

The RFA Specification will provide the necessary list of resource or reference material for completion of a grant, if applicable.

Immediately notify the CCCCCO if clarification is needed regarding the services sought or questions arise about the RFA and/or its accompanying materials, instructions, or requirements. Put the inquiry in writing and transmit it to the CCCCCO as instructed below. At its discretion, the CCCCCO reserves the right to contact an inquirer to seek clarification of any inquiry received.

Applicants that fail to report a known or suspected problem with the RFA and/or its accompanying materials or fail to seek clarification and/or correction of the RFA and/or its accompanying materials shall submit a proposal at their own risk. In addition, if awarded the grant, the successful Applicant shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

Following the question submission deadline, the CCCCCO will summarize all general questions and issues raised and post the summary and official responses on the CCCCCO website at the following location:

<http://extranet.cccco.edu/Divisions/StudentServices/Transfer.aspx>

The CCCCCO reserves the right to consolidate and/or paraphrase similar or related inquiries.

##### **1. What to include in an inquiry**

- a. Inquirer's name, college/district submitting the inquiry, mailing address, email address, area code and telephone number.
- b. A description of the subject or issue in question or discrepancy found.
- c. RFA section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

##### **2. Question deadline**

Regardless of delivery method, written inquiries must be received no later than 5:00 p.m. on January 28, 2015.

##### **3. How to Submit Questions**

- a. Via email, to Bob Quinn, at [bquinn@cccco.edu](mailto:bquinn@cccco.edu) Please include in the caption "Inquiry for RFA 14-028"

- b. Via postal mail, to Bob Quinn, CCC Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento CA 95811

#### **4. Verbal questions**

Verbal inquiries are discouraged. The CCCCO reserves the right not to accept or respond to verbal inquiries. Verbal responses are unofficial and are not binding on the CCCCO unless later confirmed in writing.

#### **5. Pre-Application Phone Conference**

The CCCCO will conduct a voluntary Pre-Application Conference on February 2, 2015, beginning at 10:00 a.m. Prospective applicants that intend to submit an application are encouraged to participate in the voluntary Pre-Application Phone Conference. It shall be each prospective Applicant's responsibility to join the Pre-Proposal Phone Conference promptly at 10:00 a.m. The CCCCO reserves the right not to repeat information for participants that join the conference after it has begun. The voluntary Pre-Proposal Phone Conference is open to any college or district employee intending to submit an application. Prospective bidders may join the conference via 1-888-450-4821, passcode 317120.

The purpose of the phone conference is to:

1. Allow prospective Applicants to ask questions about the services sought or RFA requirements and/or instructions.
2. Share the answers to general questions and inquiries received before and during the phone conference.

Verbal remarks provided in response to questions/inquiries are unofficial and are not binding on the CCCCO unless later confirmed in writing. Carefully review this RFA before the conference date to become familiar with the application request. Attendees are encouraged to have their copy of this RFA available for viewing during the phone conference.

After the conference, the CCCCO will summarize all general questions and issues raised before and during the conference and post the summary and official responses on the CCCCO website at the following location:  
<http://extranet.cccco.edu/Divisions/StudentServices/Transfer.aspx>

#### **E. Rejection of Application**

***The Chancellor's Office Reserves the Right to Reject Any and All Applications Received.***

An application shall be rejected prior to scoring if:

1. It is received past the time and date set for the final receipt of applications.
2. The application fails to meet the requirements of the RFA Specification; or

3. The application contains false or misleading statements or references, which do not support an attribute or condition, contended by the applicant. The application shall be rejected if, in the opinion of the State, such information was intended to erroneously and fallaciously mislead the State in its evaluation of the application and the attribute, condition, or capability of a requirement of this RFA.

## **F. Application Review Process**

This section is intended to help the applicants and readers understand the processes, criteria, and scoring systems that will be applied in determining which applications are recommended for funding.

To ensure a fair and impartial grant award process, the Chancellor's Office will perform the following procedures, as applicable:

1. Conduct a preliminary review of the applications to determine if they are in compliance with the RFA Specification; application format; required signatures; and the number of copies.
2. If the total amount of funds requested for any individual RFA Specification could be funded by the amount of funds available (e.g.; one application received), assemble a minimum three readers who may be from within the Chancellor's Office only to score the application. Readers shall be from more than one agency division and use the same evaluation criteria that the readers recruited from outside the Chancellor's Office use.
3. If the total amount of funds requested by applicants pursuant to any individual RFA Specification cannot be funded by the amount of funds available (e.g.; more than one application received), assemble a minimum three readers from within and outside the Chancellor's Office to score and rank the applications in order of eligibility. All applicants achieving at least 75 points on their application evaluations are eligible for funding; however, an eligible score of 75 points does not guarantee a grant award.
4. Once scoring is complete, proposals are ranked and categorized as:
  - a. Funded (contingent on Board of Governor's Approval);
  - b. Eligible but not funded (above 75 pts but insufficient rank);
  - c. Not eligible (below 75 pts); and,
  - d. Not scored (rejected during preliminary review).
5. Prepare and post notice of intent to award grants under each respective RFA Specification. This notice will include the scoring and ranking results of all applications received.

This notice will be posted by end of day, April 3, 2015 on the CCC Chancellor's Office web site at:

<http://extranet.cccco.edu/Divisions/StudentServices/Transfer/Resources.aspx>

## **G. Selection of Grant Readers**

The CCCCO will select a group of readers. The selected readers and any alternates will then use the criteria and scoring processes set out below to score and rank applications.

Since this is an existing project first awarded in 2006, it is expected that some applications may contain detailed, first-hand experience with the current C-ID project. Readers will be advised that such experience or detail is not required in application responses, and such experience should not influence the reader's scoring. Readers are to score applications only on the criteria listed below.

## **H. Scoring Criteria**

<b>Criteria</b>	<b>Points</b>
Clarity and detail in the demonstration of your interest in this project	20
Clarity, detail, and feasibility of the proposed workplan	20
Clarity, detail, and feasibility of the proposed budget	20
Qualifications and grant experience necessary to achieve objectives	40

All applications will be evaluated and ranked on the basis of the following criteria:

### **Satisfies all to most components**

#### **Score in maximum range**

#### **100% - 75%**

The application provides in-depth evidence of abilities defined by the RFA specification. The section provides specific descriptions of how the requirements will be accomplished, and provides clear, detailed illustrations of work products or outcomes. Proposals in this range could be funded.

### **Satisfies minimal components**

#### **Score in middle range**

#### **74% - 50%**

The application provides some evidence of abilities defined by the RFA specification. The application provides limited or vague descriptions, or the various areas lack linkage to the project goal(s)/objectives. Proposals in this range should not be funded.

**Satisfies few or no components**

**Score in minimum range**

**49% - 0%**

The application lacks the items defined by the RFA specification. The area(s) lack description, or the response is significantly inaccurate or deficient concerning the requirements as described in the RFA. Proposals in this range will not be funded.

<b>Criterion Value</b>	<b>20 PT</b>	<b>40 PT</b>
Satisfies all	15 - 20	30 - 40
Satisfies minimal	10 - 14	20 - 29
Satisfies few to none	0 - 9	0 - 19

**I. Notification of Intent to Award Grants**

Notifications of intent to award grants will be sent to the respective district superintendents/presidents indicating whether or not the application was approved. Chancellor's Office staff will negotiate the specific scope of work, budget, and timeline for each awarded project. A public notification listing the tentative grant awards will be posted in the Chancellor's Office and Chancellor's Office Web site.

**Note:** All questions regarding this notice for tentative grant awards should be addressed to Bob Quinn, at (916) 324-2358 or [bquinn@cccco.edu](mailto:bquinn@cccco.edu).

**J. Grant Protest Procedures**

Applicants may file a letter of protest against the award of a grant. The protest must be filed with and addressed to the Vice Chancellor, Student Services and Special Programs, identified in the RFA Specification. Protest letters must be mailed to the CCC Chancellor's Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6549, **postmarked within ten (10) working days from the date of notification**. The protest must include a full and complete written statement specifying the grounds of protest and must be based on the process and/or procedures used in the review and recommendation of applications for awards. The Vice Chancellor shall review all the information submitted with regard to the protest and render a decision regarding the protest within thirty (30) calendar days. The decision of the Vice Chancellor shall be final.

## K. Application Instructions

The following instructions prescribe the mandatory format and approach for the development and presentation of the application. The application instructions listed must be adhered to and all questions must be answered and all requested data must be supplied. Use the forms (or provide a computer facsimile of the forms), narrative format and the project specifications to prepare project applications.

### 1. Complete the Appropriate Grant Agreement Face Sheet

**Due to the legal nature of these documents, these forms may be duplicated by photo copying but NOT replicated electronically. The applicant must use the forms provided in Appendix B.**

- a. This RFA packet contains one Grant Agreement Face Sheet. (*sent as a separate Microsoft Excel file*)
- b. Enter the District and College Name in the upper right-hand corner. Enter the RFA Specification number, unless *the RFA Specification number has already been entered for you.*
- c. Complete the Grantee section of the Grant Agreement Face Sheet. **Obtain the signature of the district chief executive officer (or authorized designee). Please use blue ink only.**

### 2. Contact Page

### 3. Application Consortium Data Sheet

Complete and include this form with the application **only** if applicable.

### 4. Application Abstract

*(Use a Narrative Format. Form not provided in Appendix B)*

The Application Abstract should concisely summarize the entire application in less than 500 words and must not exceed one page.

### 5. Table of Contents

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

**6. Interest** **Maximum Points: 20**  
*(use a Narrative/Outline Format, Form not provided in Appendix B)*

The application describes the importance of having an effective, statewide program for identifying comparable courses in California higher-education. The application describes the role the grant will play in meeting this goal.

The application provides evidence of the applicant's commitment to the success of this project. This also includes institutional commitment; the applicant should provide evidence of the district's commitment to the success of the project, including describing how the proposal is related to the district's vision and strategic planning efforts, and how the project will be institutionalized.<sup>11</sup>

The application provides evidence of the commitment of college and/or district project staff, describing their role and responsibilities and the amount of time they will be devoting to project activities, including a description of their prior experience as related to the objectives of this project. Please note, if key personnel are to be chosen later, include a complete job description and the duties of such personnel.

**7. Workplan** *(form provided in Appendix B)* **Maximum Points: 20**

The application includes a clear and well thought out workplan, which is provided in an easily read and understood format.

The application describes the procedures and activities that will be employed to achieve each of the proposed grant objectives, as specified in Section I, Objectives.

The application includes a clear timeline for the completion of each activity. This should include an identification of the person or persons responsible for each task or groups of tasks.

The application's transition plan to the new operations model is clear and well thought out.

**8. Budget** *(form provided in Appendix B)* **Maximum Points: 20**

The budget detail documents that the requested line amounts are well planned and reasonable in scope.

The budget is directly linked to the procedures/activities of the project workplan.

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<sup>11</sup> Institutionalization involves the College incorporating the major activities within ongoing operations and processes; the project becomes part of the structure of the College or District.



The budget items are necessary to achieve the stated outcomes.

The budget detail is clear and easily understood. The budget detail clearly distinguishes expenses for grant operations versus expenses for curriculum related activities.

The total budget amount is within the stated range in the RFA.

**Additional Budget Information:**

Complete the **Application Budget Summary** (See Crossover Chart, Appendix B, to determine expenditure classifications). When entering dollar amounts, round off to the nearest dollar.

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

**Source of Funds** *(Vary in purpose and must be reported in separate columns, if applicable)*

To substantiate the Application Budget Summary, submit an **Application Budget Detail Sheet**. (See example of Budget Detail Sheet format and Crossover Chart in Appendix B). The Budget Detail Sheet lists the cost breakdown of each budget classification amount requested. Indicate specific rates and amounts attributed to project funds, general fund district matching, or other resources of funding. **You must complete a separate Budget Detail Sheet for each funding source and record the associated expenditures by object code attributed to it.**

a. Employee Benefits

The grant may not be used to support the cost of employee benefits for permanent employees of districts. Employee benefits for employees hired temporarily for the purposes of working on the project may be supported by the grant.

b. Expenditures

Funds awarded for grants may not be used for purposes of construction, remodeling, or lease of facilities, nor for student financial aid programs, purchase of non-grant related equipment, or for programs and activities not eligible for state apportionment. Overhead or indirect costs may be included but cannot exceed four (4) percent.

c. Match Requirement

There is no match requirement for this grant.

- d. See RFA specification to determine allowable supervision-administration costs, if applicable.
- e. Failure to provide complete budget information in the specified format may result in applications not being reviewed for funding consideration.
- f. The **district chief business officer's signature is required** on the Application Budget Summary (**use blue ink**).
- g. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. Provide travel purpose, estimated cost, and individuals involved. Travel and event costs for the grant and any grant subcontracts must also abide by district per diem requirements.

**9. Qualifications**

**Maximum Points: 40**

*(Use a Narrative/Outline Format, Form not provided in Appendix B)*

The description is detailed, thorough, and in a format which is easily read and understood.

The application includes a description of the applicant's background, experience, proven methodologies, and other qualifications specifically related to directing and managing statewide and/or district wide projects.

The description includes the applicant's experience in working with multiple stakeholder groups, including groups within and outside the community college system.

The description includes the applicant's experience soliciting, selecting, and managing sub-contractors and/or sub-grantees relevant to statewide and/or district wide projects.

The description includes the applicant's experience and success in developing key metrics to monitor and report on project fiscal and operational health.

The description includes the applicant's background, training, experience, and knowledge of issues related to managing statewide and/or district wide technology-dependent projects and technology providers, including tracking issues, upgrades, and enhancements.

## 10. Application Procedure

Submit five (5) copies of the application, three (3) of which must contain original signatures (**blue ink**) on the Grant Face Sheet and the Application Budget Summary.

- b. Mail applications to:

Bob Quinn  
CCC Chancellor's Office  
1102 Q Street, Suite 4554  
Sacramento, CA 95811-6539

**The applications must be received in the Chancellor's Office by 5:00 p.m. on March 13, 2015.**

- c. Staple the application in the upper left-hand corner. Use 8-1/2"x11" white bond paper only. **Please do not use binders or other covers and do not include appendices or other supplemental information unless specifically requested in the RFA Specification.**
- d. The Grant Agreement Face Sheet must be signed by the **district chief executive officer** (or authorized designee) to bind the grant recipient to its provisions. **Please use blue ink.**
- e. The Application Budget Summary page must be signed by the **chief business officer** (or authorized designee). **Please use blue ink.**

**NOTE: The State Is Not Liable For Any Cost Incurred By Applicants Prior To The Issuance Of A Grant And Receipt Of All Necessary Approvals.**

## L. Calendar of Key Dates

The Request for Application process adheres to important deadlines. These deadlines include the Chancellor's Office receipt of applications, reading of applications, intent to award notifications and protest deadlines. The list of key dates follows:

January 13	RFA Released
January 28	Questions Due in Writing
February 2 at 10:00 a.m. <sup>12</sup>	Voluntary Applicant Conference Call
<b>March 13 by 5:00 p.m.</b>	<b>Application Due Date</b>
March 16	BOG Approval Request
March 30 Tentative	Reading and Rating of Applications
April 3	Intent to Award and Notification, Website post
April 17	Last Day to File a Protest
<b>May 1</b>	<b>Grant Commencement Date</b>
October 31	Grant end date
November 30	Final Report Due

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<sup>12</sup> Prospective bidders may join the conference via 1-888-450-4821, passcode 317120.

# **Section III**

## **Appendices**



## ***Appendix A***

### **Grant Agreement**

Article I: Student Services Program Specific Provisions

Article II: Standard Legal Terms and Conditions

## ARTICLE I

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

### Course Identification (C-ID) Program Program-Specific Legal Terms and Conditions

#### 1. Cost and Payments

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

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- A mid-year payment of 20% of the total amount of this Grant Agreement will be made upon receipt and approval of the mid-year report, due January 31 each grant year. *Note: The first 6 month award will not include a mid-year payment, this payment will be included as part of the final payment*
- A final payment, not to exceed 40% of the total amount of this Grant Agreement, will be calculated based on the Final Performance and Expenditure Reports due by July 31 each grant year. If the total expenditure of funds by the grant end date is less than the sum of the advance and mid-year payments, the Chancellor's Office may invoice the Grantee for the excess amount.

#### 2. Budget Changes

- Grantee may make changes to any budget category amounts of 20% or less 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. Changes to budget category amounts greater than 20% must receive prior approval of the Project Monitor.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is

materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet."

- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

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

### **3. Reporting**

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

One original and one copy of a mid-year report	January 31
One original and one copy of a final report	July 31

In addition, grants funded by the Carl D. Perkins Career and Technical Education Improvement Act of 2006, or the Economic Development Program require one original and one copy of Progress/Year to Date Expenditure Reports to be filed by October 31st and July 31st.



## **ARTICLE II**

### **Standard Legal Terms and Conditions**

(Effective May 2014)

#### **1. Work to be Performed**

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

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

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

#### **2. Amendments**

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

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

#### **3. Unenforceable Provision**

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

#### **4. Dispute**

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

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

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

#### **5. Notice**

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

#### **6. Interpretation**

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

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

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

#### **8. Project Monitor**

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

## **9. Budget Concerns**

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

## **10. Assignment**

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

## **11. Subcontracts or Subgrants**

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

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

## **12. Audit**

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to

such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

### **13. Products and Deliverables**

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

### **14. Travel**

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

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are

used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

## **15. Standards of Conduct**

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

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

by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.

4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

## **16. Statewide or Regional Projects**

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

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent



authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.

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

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

Time is of the essence in this Grant Agreement.

## **18. Intellectual Property**

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright,"

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



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

may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).
- h. As a condition of receiving funding from the California Community College Chancellor's Office, educational materials created using those funds should be made available by the grantee under the Creative Commons Attribution License (CC BY) with the following symbol included.



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

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

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

2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

## **20. Surveys**

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

## **21. Work by Chancellor's Office Personnel**

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

## **22. Termination**

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to

such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").

- b. **Event of Breach.** In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. **Gratuities.** The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

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

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

## **23. Waiver**

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

## **24. Workers' Compensation Insurance**

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

## **25. Law Governing**

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

## **26. Participation in Grant-Funded Activities**

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

## **27. Curriculum Development**

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

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-

applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

## **28. Eligibility for Noncitizens**

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

## **29. Nondiscrimination Clause**

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

- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

### **30. Accessibility for Persons with Disabilities**

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



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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

### **32. Captions**

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

### **33. Indemnification**

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
  1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
  2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
  3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

### **34. Independent Status of Grantee**

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

### **35. Grant Agreement is Complete**

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

### **36. Union Organizing**

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

### **37. Debarment, Suspension, and Other Responsibility Matters**

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
  4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.



**Application Forms**

Grant Agreement Face Sheet

Contact Page

Application Annual Work Plan and Performance Indicators with Instructions

Application Budget Summary

Application Budget Detail Sheet — Format Example Only

Application Budget Detail Sheet — Blank

Crossover Chart



Sample Face Sheet Only. Please complete the Face Sheet using the Excel file provided separately.

<b>THIS FORM MAY NOT BE REPLICATED</b> <b>AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED</b>						
BOG, California Community Colleges Chancellor's Office - 6870				<b>DISTRICT USE ONLY</b>		
				District (Grantee): _____ College: _____		
<b>Grant Agreement</b>				<b>BOG-CCCCO USE ONLY</b>		
<b>Transfer and Articulation</b>  <b>Course Identification (C-ID) Program</b>  RFA # <span style="background-color: #d3d3d3;">14 - 028</span>				<b>Grant Agreement No.:</b> <span style="background-color: #d3d3d3;">14 - 028 - 001</span> <b>Funding Fiscal Year</b> <div style="display: flex; justify-content: space-between;"> <span><u>2014-15</u></span> <span><b>Total Amount Encumbered :</b> \$ 100,000</span> </div>		
<p>This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Effective August 2014 and II, Effective May 2014), as set forth in the RFA Instructions are incorporated into this grant by reference.</p> <p>The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".</p> <p>The term of this grant shall be from Feb <u>1, 2015</u> to June 30, <u>2015</u>. The Final Report must be submitted within 30 days of the grant end date.</p> <p>Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.</p>						
<b>GRANTEE</b>						
Project Director:				Total Grant Funds Requested: \$ 100,000 Total Match Funds, (if applicable): _____		
Signature, Chief Executive Officer (or authorized Designee) _____ Date: _____						
Print Name/Title of Person Signing:				District Address:		
<b>STATE OF CALIFORNIA</b>						
Project Monitor:  <div style="text-align: right;">Bob Quinn</div>				Agency Address: 1102 Q Street, Suite 4554 Sacramento, CA 95811-6539		
<b>Item:</b> 6870 - 101 - 0001 (18)	<b>Object of Expenditure</b> 5218 - 751 - 23710	<b>Chapter</b> 25	<b>Statute</b> 2014	<b>Fiscal Year</b> 2014-15	<b>Amount</b> \$ 100,000	
<b>Total Amount Encumbered :</b> \$ 100,000						
Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above. _____ Date: _____						
Signature, Executive Vice Chancellor (or authorized Designee) _____ Date: _____						
Print Name/Title of Person Signing: <b>Erik Skinner, Deputy Chancellor</b>						





Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Number: 14-028

**TO BE COMPLETED BY CCCCCO**

Grant Agreement No.: \_\_\_\_\_  
Proposal ID No.: \_\_\_\_\_  
Funding Status: \_\_\_\_\_  
Fiscal Year: \_\_\_\_\_

# CONTACT PAGE

**Funding Source(s):** Transfer & Articulation; \_\_\_\_\_

**Project Title:** Course Identification (C-ID) Program \_\_\_\_\_

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

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**College President** (or authorized Designee)

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

**Responsible Administrator** (Appropriate Program Area)

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

**Project Director**

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

**Business Officer**

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

**Application/Grant Writer**

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

Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Number: \_\_\_\_\_ 14-028

## ***APPLICATION ANNUAL WORK PLAN (ONE OBJECTIVE PER PAGE)***

Objective	Procedures/Activities	Performance Outcomes	Timelines	Responsible Person(s)

## **Instructions for Completing the Application Annual Work Plan and Performance Indicators**

The Application Annual Work Plan and Performance Indicators is a layout form designed to graphically display five critical areas of a project work plan. The five components of this form are:

- Objectives (use one Work Plan form per objective)
- Procedures/Activities
- Performance Outcomes
- Timelines
- Responsible Person(s)

### **Objectives**

Write each objective in this column. These program objectives identify the major milestones of the project and what has to be done in order to make the project a success. State objectives in performance terms in a clear and concise manner.

### **Procedures/Activities**

List each major procedure/activity associated with an objective and what has to be done to accomplish the objective. Ideally this column should contain between two to five (2-5) activities. Write activities in a decimal format. The whole number should refer to the number of the objective, the number behind the decimal point should refer to the number of the activity (i.e., Activity 2.3 refers to the third activity in objective number two). Identify and write activities in chronological sequence.

### **Performance/Outcomes**

Based on your evaluation design, list each expected outcome anticipated to be the end result of your stated activities. Also note how these outcomes will be used to determine the success or failure of your objectives and stated activities.

### **Timelines**

Identify the start date and the ending date for each activity listed. *Example: 1/1/2015 to 1/31/2015.*

### **Responsible Person(s)**

Identify by position, the personnel responsible for the completion of each activity listed.

## APPLICATION BUDGET SUMMARY

**Note:** When entering dollar amounts, round off to nearest dollar.  
Submit Budget Detail Sheet for each funding source reflected here in cash or in-kind. Also explain expenditures by budget category.

Object of Expenditure	Classification	Line	Project Funds Requested (1)	District Match Funds (2)	Other Source (3a)	Other Source (3b)	Other Source (3c)	Grand Total All Funding Sources
1000	Instructional Salaries	1						
2000	Non-instructional Salaries	2						
3000	Employee Benefits	3						
4000	Supplies and materials	4						
5000	Other Operating Expenses and Services	5						
6000	Capital Outlay	6						
7000	Other Outgo	7						
Total Direct Costs		8						
		9						
Total Program Costs		10						

- 1 Requested Project Funds (note limitations in the total award amount permitted by the RFA specification).
- 2 General Fund District Match (see RFA specifications for match percentage requirement). Line item match not required.
- 3 Other Sources of Funds or in-kind contributions. (Provide an Application Budget Detail Sheet for each funding source.)

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

Project Director Signature: \_\_\_\_\_

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

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

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

(or Authorized Designee)

# **FORMAT EXAMPLE ONLY**

Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Number: 14-028

## **APPLICATION BUDGET DETAIL SHEET**

Program Year: 2014-15  
Source of Funds: Transfer & Articulation

Object of Expenditure <sup>13</sup>	Classification	Requested Funds	Gen. Fund Dist. Match	Other Sources
1100	<b>Instructional Salaries</b> Name/Classification (Days/hours) x (Daily/hourly rate) = \$	Fill In ↓	Fill In ↓	Fill In ↓
1210	<b>Supervisors' Salaries</b> <sup>14</sup> Name/Classification (Days/hours) x (Daily/hourly rate) = \$			
1230	<b>Counselors' Salaries</b> Name/Classification (Days/hours) x (Daily/hourly rate) = \$			
1420	<b>Project Director</b> <sup>15</sup> Name/Classification (Days/hours) x (Daily/hourly rate) = \$			
2140	<b>Classified Salaries, Non-instructional</b> (Regular Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$			
2200	<b>Instructional Aides' Salaries</b> (Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$			
2340	<b>Classified Salaries, Non-instructional</b> (Non-Regular Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$			
2400	<b>Instructional Aides' Salaries</b> (Non-Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$			
3000	<b>Employee Benefits</b> Name and rate change			
4000	<b>Supplies and Materials</b> List type and costs			
5000	<b>Other Operating Expenses and Services</b> List type and costs, including travel and per diem <b>Subcontractors</b> Name (daily/hourly rate) Identify specific service to be rendered			
6000	<b>Capital Outlay</b> List type and costs <b>Equipment</b>			
7000	<b>Other Outgo</b> List type and costs <b>Student financial aid</b> <b>Other payments to/for students</b>			
	<b>Total Direct Cost</b>			
	<b>Total Indirect Cost</b>			
	<b>Total Program Cost</b>			

<sup>13</sup>The following represent frequently-used account codes. Refer to Crossover chart for further options.

<sup>14</sup>Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)

<sup>15</sup>This is the person who is directly involved in the day-to-day ongoing activities.

Chancellor's Office  
California Community Colleges

**District:** \_\_\_\_\_  
**College:** \_\_\_\_\_  
**RFA Number:** 14-028

**College:** \_\_\_\_\_

Program Year:	2014-15
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Source of Funds: Transfer & Articulation

\_\_\_\_\_

## APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	Requested Funds	Gen. Fund Dist. Match	Other Sources
	Total Direct Cost			
	Total Indirect Cost			
	Total Program Cost			

# Crossover Chart

*Expenditure by Object Titles (EOT)\**

<b>Use This</b> <i>(CCCCO Reports EOT Number)</i>	<b>For This</b> <i>(Budget and Accounting Manual EOT Number)</i>
1100 Instructional Salaries	1100 Academic Salaries, Instructional, Regular Salary Schedule 1300 Academic Salaries, Instructional, Non-Regular Salary Schedule
1210 Supervisor <sup>1</sup>	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Administrators and Supervisors: (Superintendents, Assistant Superintendents, Presidents, Vice Presidents, Deans)</i>
1220 Project Director <sup>2</sup>	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Project Director</i>
1230 Counselor	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Vocational Counselors</i>
1240 Other	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Other: (Salaries other than Administrators/Supervisors, Project Directors, and Vocational Counselors)</i>
1400 Noninstructional Salaries <i>(Use same subcategory detail as object 1200)</i> 1410 Supervisor 1420 Project Director 1430 Counselor 1440 Other	1400 Academic Salaries, Non-Instructional, Non-Regular Salary Schedule

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- Please refer to the *California Community Colleges Budget and Accounting Manual*
  - All questions regarding the *Budget and Accounting Manual* should be referred to the Chancellor's Office College Finance and Fiscal Policy Planning Division, Fiscal Services Unit.
    1. Not to exceed 5% for supervision/administration (not directly involved in the day-to-day ongoing activities).
    2. This is the person who is directly involved with the day-to-day ongoing activities.

2100 Classified Salaries, Noninstructional <i>(Use same subcategory detail as object 1200)</i> 2110 Supervisor 2120 Project Director 2130 Counselor 2140 Other	2100 Classified Salaries, Non-Instructional, Regular Salary Schedule
2200 Instructional Aides' Salaries	2200 Classified Salaries, Noninstructional Aides, Regular Salary Schedule <i>Direct Instruction, Other</i>
2300 Classified Salaries, Noninstructional <i>(Use same subcategory detail as object 1200)</i> 2310 Supervisor 2320 Project Director 2330 Counselor 2340 Other	2300 Classified Salaries, Non-Instructional, Regular Salary Schedule
2400 Other	2400 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Direct Instruction, Other</i>
3000 Employee Benefits	3000 Employee Benefits <i>(3100-3900): STRS Fund, PERS Fund, Old Age, Survivors, Disability, and Health Insurance (OASDHI), Health and Welfare Benefits, State Unemployment Insurance, Workers' Compensation Insurance, Local Retirement Systems, Other Benefits</i>
4000 Supplies and Materials	4000 Supplies and Materials <i>Instructional and Noninstructional Supplies and Materials (have a useful life of less than one year) (i.e., office, library, medical, food periodicals, magazines, pictures, maps computer software)</i>
5000 Other Operating Expenses and Services	5000 Other Operating Expenses and Services <i>Depreciation, Dues and Memberships, Insurance, Legal, Election and Audit Expenses, Personal and Consultant Services, Postage, Rents, Leases and Repairs, Self-Insurance Claims, Travel and Conference Expenses, Utilities and Housekeeping Services, Other</i>



6000 Capital Outlay	6000 Capital Outlay <i>6400 Equipment (i.e., desk, chairs, vehicles, etc.)</i>
7000 Other Outgo	7000 Other Outgo <i>(7100-7900): Debt Retirement, Interfund Transfers-Out, Other Transfers, Student Financial Aid, Other Payments to/for Student, Reserve for Contingencies</i>

### C-ID Operations Director: Preferred Qualifications & Experience

Education: Education equivalent to a Bachelor's degree  
Experience: Experience equivalent to five-years managing programs in a higher-education environment, with the following demonstrated capabilities:

**Administrative/ Management Experience:** Demonstrated management experience in coordinating activities by determining the time, place and sequence of actions to be taken; experience in identifying, writing and managing major projects and grants; knowledge of applicable California higher-education laws and regulations, and ability to analyze higher-education policy issues and form solid recommendations.

**Analytical Thinking:** Demonstrated skill in preparing comprehensive and in-depth analysis of complex, sensitive, and multi-faceted issues; skill in observing and evaluating the outcomes of a problem to identify the key issues or redirect effort; skill in evaluating the likely success of an idea in relation to the demands of the situation and determining the long-term outcomes of a change in policy or operations. Demonstrated experience in the creation and oversight of program budgets.

**Communication:** Demonstrated superior communication skills to effectively and professionally communicate using tact and diplomacy with internal and external campus community and project stakeholders; demonstrated skill in identifying the correct issues to be communicated, the appropriate audience, the method of communication, and the timing of the communication.

**Creativity:** Demonstrated ability to take risks and act as a catalyst for change; skill in generating a number of different approaches to problems; skill in developing a vision or image of how a system/process should operate under ideal circumstances; proven ability to create a supportive work environment where new ideas are solicited, evaluated, and implemented.

**Problem Solving:** Demonstrated skill in independently researching questions and making appropriate contacts for problem solving, analyzing information, problems, situations, practices, or procedures to identify relevant concerns and patterns or tendencies, and formulate logical and objective conclusions; ability to read and understand complex and/or detailed documents such as proposals, contracts, policies, and procedures.

**Self-Management:** Demonstrated skill in working independently and following through on assignments with minimal direction, setting priorities that accurately reflect the relative importance of job responsibilities; performing a variety of duties, often changing from one task to another.

**Writing:** Demonstrated skill in writing management and evaluation reports. Ability to independently draft complex letters, memos and reports using correct spelling, grammar, punctuation, composition, text editing, and proofreading skills; draft correspondence and comprehensive reports pertaining to the operations, policies, and procedures.

**Interpersonal:** Demonstrated skill in working as part of a team and collaborating with colleagues and gaining their trust; in maintaining equanimity in the face of resistance, indifference, or hostility; demonstrated ability to work effectively in a higher-education, service oriented environment that is subject to changing priorities.

**PC/Technical Skills:** Demonstrated skill in creating spreadsheets, logic models, comprehensive evaluation reports using software applications and information systems, data collection and retrieval. Demonstrated skill in overseeing technology supported programs, monitoring technology performance, and managing and directing technology issue resolutions and change management.