

Chancellor's Office  
California Community Colleges  
Institutional Effectiveness Division

**Request for Applications (RFA)**

California Community Colleges  
Fiscal Agent for  
Institutional Effectiveness Partnership Initiative (IEPI)  
Sponsored Workshops and Trainings

(IEPI Specialized Training)



RFA Specification No. 17-020  
2017-18 Fiscal Funding Year  
2017-18 Program Year

Instructions, Terms and Conditions

**Application Deadline:**  
**Applications must be received at the Chancellor's Office by**  
**5:00PM PST on April 24, 2017**

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## **STRUCTURE AND READABILITY OF THIS DOCUMENT**

This document follows the Chancellor's Office standard for Requests for Applications (RFAs). The sections and a brief explanation of each are listed below.

### 1) Section I

#### a) Purpose of Request for Application (RFA)

- i) This section provides the applicant with a broad overview of the project supported by this RFA and its overarching goals.

#### b) Background and Need

- i) This section provides the applicant with
  - (1) The historical origins of the RFA.
  - (2) The current environment in which the RFA initiative will operate.
  - (3) Understanding of how the RFA could address the gaps/issues within the system.

#### c) Purpose and Use of Funds

- i) This section provides the applicant with
  - (1) High level scope and responsibilities of the RFA initiative.
    - (a) Funding period and annual requirements.

#### d) Objectives/Procedures

- i) This section provides the applicant with
  - (1) The Objectives of the RFA initiative:
    - (a) Objectives are the main milestones to be achieved in order for the project to be successful. They are not the specific activities that need to take place.
    - (b) The readers will look for a baseline of the essential objectives in each applicant's response. The applicant may provide additional objectives to enhance their response.
  - (2) The Procedures and Activities related to the RFA initiative objectives.
    - (a) Procedures and activities are the specific, measurable and/or quantifiable actions that lead to the achievement of one or more objectives.
    - (b) The readers will look for a baseline of the specific activities to be performed by the applicant in order to achieve stated objectives. The applicant may provide additional procedures and activities to enhance their response.

#### e) Legal Terms and Conditions

- i) This section informs the applicant that the terms and conditions governing the RFA are included in the package under Section III and are referred to as Articles I and II.

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- f) Information
  - i) This section provides the applicant with contact information for the Project Monitor at the Chancellor's Office associated with the RFA. The applicant may contact this individual with questions related to the RFA and/or process.
- 2) Section II: Application Instructions and Evaluation Criteria
  - a) This section contains general instructions, procedures, formats, and timelines for submitting project applications to the California Community Colleges Chancellor's Office (CCCCO).
- 3) Section III: Grant Agreements, Articles I and II
  - a) This section provides the applicant with program-specific legal terms and conditions.

## SECTION I: GENERAL INFORMATION

The grant awarded through this Request for Applications (RFA) Specification is for fiscal year 2017-18 with the possibility of four (4) additional annual renewals. The grantee shall provide evidence of progress before seeking additional funding in 2018-19 and succeeding years. Continued funding is contingent upon the completion, review and approval of the prior reporting period objectives, the submittal of a new work plan and budget, and available state funding.

Applicants are asked to develop and submit a work plan and budget, for the purposes of scoring, for the entire fiscal year of 2017-18.

<b>RFA Specification Number:</b>	17-020
<b>Program Division:</b>	Institutional Effectiveness
<b>Funding Source:</b>	Proposition 98 General Fund
<b>RFA Title:</b>	California Community Colleges Fiscal Agent for IEPI Specialized Training
<b>Funding Period:</b>	July 1, 2017 – June 30, 2018 (Possible renewals up to four additional years)
<b>Maximum Funds Available:</b>	\$20 million annually, anticipated
<b>Match Requirement:</b>	None
<b>Number of Awards:</b>	One

### ***PURPOSE OF REQUEST FOR APPLICATIONS***

The Board of Governors requests proposals from California Community College districts interested in serving as fiscal agent for Institutional Effectiveness Partnership Initiative (IEPI) Specialized Training efforts that identify, develop and disseminate effective professional development practices across the system. The goal of these efforts is to improve student achievement and community college operations, and provide system leadership training to better coordinate planning and implementation of statewide initiatives.

### ***BACKGROUND AND NEED***

The 2014-15 California Budget Act (Chapter 25, Statutes of 2014) authorized the chancellor of the California Community Colleges to use up to \$2.5 million (Proposition 98 General Fund) to provide technical assistance to districts. At its November 2014 meeting, the Board of Governors awarded a

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\$2.5 million grant to Santa Clarita Community College District (SCCCD). The Chancellor's Office and SCCC, in turn, partnered with the Statewide Academic Senate, Foothill College, and the Success Center for California Community Colleges to officially launch IEPI. The primary goal of IEPI is to help colleges and districts improve their fiscal and operational effectiveness and promote student success, while reducing accreditation sanctions and audit findings.

The 2015-16 state budget included \$17.5 million for IEPI, which included \$5.5 million for Year Two of the SCCC grant and \$12 million to expand on another key component of IEPI, which was to provide specialized training opportunities to help colleges and districts achieve their institutional effectiveness goals and increase the percentage of students who successfully complete their educational objectives. As a result, after a competitive Request for Proposals (RFP) process, a one-year contract, with the possibility of an additional one-year renewal, was awarded to Chabot-Las Positas Community College District (CLPCCD) to serve as the fiscal agent for IEPI Specialized Training.

In 2016-17, a one-year renewal of the Chancellor's Office's contract with CLPCCD was approved for \$20 million, which authorizes the district to continue to serve in this fiscal agent role.

There is an expected budget of \$20 million in 2017-18 state funds for the continued, ongoing activities related to providing Specialized Training to help colleges and districts achieve their goals and increase the percentage of students who successfully complete their educational objectives. The Chancellor's Office Institutional Effectiveness division anticipates a continuing need for a partner community college district to serve in the role of fiscal agent for these efforts in 2017-18 and beyond, in order to help administratively support the Specialized Training component of IEPI.

### ***PURPOSE AND USE OF FUNDS***

The Board of Governors seeks to award a grant to a California Community College district to serve as fiscal agent for \$20 million in anticipated funding in the 2017-18 Budget Act to develop and disseminate effective professional development around administrative and educational practices that will lead to transformational change throughout the system. Examples of specialized training strategies and delivery methods employed by IEPI to achieve these objectives may include, but are not limited to:

- Webinars
- Regional Workshops
- Summits
- Leadership Institutes/Academies
- Communities of Practice
- An online Professional Learning Network (PLN) to facilitate access to all of the above and to serve as a repository of promising or effective community college practices
- Development of materials for the PLN
- Subgrants to California Community Colleges and other entities

One of the objectives listed below requires the Chancellor's Office, to the extent possible, to partner with existing statewide initiatives with proven results of improving student success and

institutional effectiveness. Therefore, it is anticipated that the district who is awarded this grant will, with direction from and final approval by the Chancellor's Office, enter into subgrant awards with organizations and existing initiatives, to implement these strategies and delivery methods.

The Chancellor's Office intends to closely manage the project, retain day-to-day control over its direction, approve the final selection of subgrants to perform the services under this Agreement, and retain final approval of all expenditures. The district will serve as fiscal agent and hire or designate a project manager to work with the Chancellor's Office to carry out its direction related to the anticipated \$20 million grant.

## ***OBJECTIVES, PROCEDURES AND ACTIVITIES***

The objectives of these funds are:

1. To provide timely and relevant regional and online workshops and trainings to community college administrators, faculty and staff to promote statewide priorities, including, but not limited to: strategies to improve student achievement; strategies to improve community college operations; and system leadership training to better coordinate planning, implementation, and outcomes of statewide initiatives.
2. To the extent possible, to partner with existing statewide initiatives with proven results of improving student success and institutional effectiveness.
3. To coordinate with community college districts to develop and disseminate effective practices through the PLN. The identification of additional content, technical enhancement, and other improvements to the PLN is ongoing, under the direction of the Success Center for California Community Colleges.
4. To develop effective practices that include, but are not limited to, statewide priorities such as the development of educational programs or courses for incarcerated adults, formerly incarcerated adults, and California Conservation Corps members.

### **Procedures and Activities**

The minimum required activities of the Grantee to achieve the objectives above include hiring or designating a project manager who will, under the direction and approval of the Institutional Effectiveness division of the Chancellor's Office:

1. Process scopes of work and budgets, and then enter into subgrant agreements:
  - a. With any subgrantees identified to carry out the above-referenced objectives;
  - b. With a subgrantee to evaluate the strategies and delivery methods used to meet those objectives in terms of their effectiveness, and to provide feedback for continuous program improvement; and
  - c. With a subgrantee to provide for IEPI event coordination.
2. Participate in regular and relevant IEPI meetings related to the objectives noted above as determined by the Chancellor's Office.
3. Monitor subgrantee performance to ensure it is conducted in accordance with agreed upon Scope of Work and budget.
4. Conduct a fiscal and accounting review of all invoices (which are approved first by the Chancellor's Office) prior to authorizing district payment.

5. Serve as the district's lead contact for fiscal agent responsibilities, including subgrant execution, travel reimbursement for presenters, and invoice processing and payment.

### **Evaluation/Performance Outcomes**

The funded applicant will be required to submit monthly reports in a format specified by the Chancellor's Office, a mid-year progress and expenditure report, and a final annual report. The annual report must describe the project status and performance outcomes, and identify how these activities have been incorporated into the district's fiscal processes. Expenditure reports will also include a narrative description of the activities completed to support the project in the given time period.

Ongoing contact and communication with the Project Monitor will be required. The funded project may also be subject to a formal site visit(s) during the period of performance. The Grantee shall provide evidence of progress before seeking additional funding in succeeding years. Continued funding is contingent upon the approved completion of the prior year's objectives and the submittal and Chancellor's Office approval of a new workplan and budget.

### **Legal Terms and Conditions**

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

### **Information**

If you have any questions or need more information regarding this RFA, please contact Scott Valverde by telephone (916) 327-5897, e-mail at [svalverde@cccco.edu](mailto:svalverde@cccco.edu) or by U.S. mail at 1102 Q Street, Suite 4400, Sacramento, CA 95811-6539.

## **SECTION II: APPLICATION INSTRUCTIONS AND EVALUATION CRITERIA**

### ***INTENT***

Section II contains general instructions, procedures, formats, and timelines for submitting project 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.

### ***RFA FUNDING CATEGORY***

Fund disbursements are allocated in one funding category:

Proposition 98 General Fund

### ***ELIGIBILITY***

California Community College districts are eligible to apply. Only qualified districts that have successfully completed the Solicitation of Interest, Phase I process, may apply.

### ***RESOURCE/REFERENCE MATERIALS***

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

### ***RFA CLARIFICATION***

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

## ***REJECTION OF APPLICATION***

The Chancellor's Office reserves the right to reject applications received, if:

- a. It is received at any time after the exact time and date set for receipt of applications;
- b. The application fails to meet the requirements of the RFA Specification; or
- c. 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.

## ***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:

- a. 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.
- b. Assemble a panel comprised of a minimum of three readers, that will include members from within and outside of the Chancellor's Office to score and rank the applications in order of eligibility. Chancellor's Office 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. Applicants must achieve at least 75 points on their application evaluations to be eligible for funding, however only one (1) award will be granted in this RFA
- c. Prepare and post notice of intent to award the grant under the respective RFA Specification. This notice will be posted on the Web at: <http://extranet.cccco.edu/Divisions/InstitutionalEffectiveness.aspx>.

## ***SELECTION OF GRANT READERS***

The Vice Chancellor of Institutional Effectiveness will select readers and alternates from members of the Chancellor's Office staff, community college groups such as CEOs, CBOs, CIOs, CSSOs, CISOs and Academic Senate, and other appropriate entities. The selected readers and alternates will then use the criteria and scoring processes set out below to score and rank applications.

## ***SCORING CRITERIA***

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

Need (Statement of the Problem)	10
Objectives	15
Procedures/Activities	20
Project Management/Institutional Commitment	30
Budget	10
Overall Feasibility of the Project	15
<b>TOTAL</b>	<b>100</b>

Each criterion value is assigned a weight factor that indicates the level of importance to the project. The point values are displayed below.

<b>Criterion Value</b>	<b>10 PT</b>	<b>15 PT</b>	<b>20 PT</b>
Poor	0-2	0-3	0-4
Below	3-4	4-6	5-8
Average	5-6	7-9	9-12
Above Average	7-8	10-12	13-16
Exceptional	9-10	13-15	17-20

The criterion values are described below:

### ***Poor***

Points are awarded to responses that are not minimally acceptable. For example:

- The applicant does not state a requirement and offers no explanation of how or what will be accomplished.

### ***Below Average***

Points are awarded to responses considered to be minimally acceptable. For example:

- The application states a requirement, but offers no explanation of how or what will be accomplished.
- The response contains a technical deficiency, an inaccurate statement or reference concerning how or what is to be accomplished.

### ***Average***

Points are awarded if the application satisfies the requirement and describes specifically how and/or what will be accomplished.

### ***Above Average***

Points are awarded if the application satisfies the requirements and describes specifically how and/or what will be accomplished in a clear, concise, and direct manner, including sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.), if appropriate.

***Exceptional***

Points are awarded if the application satisfies the requirements and describes specifically how and/or what will be accomplished in a superior manner, both quantitatively and qualitatively.

## ***NOTIFICATION OF INTENT TO AWARD A GRANT***

A notification of intent to award the grant will be sent to the respective district superintendent or chancellor, indicating which district's application was approved. Chancellor's Office staff will negotiate the specific scope of work, budget, and timeline for the one (1) awarded project. The tentative grant award will be posted publicly.

**Note:** All questions regarding this notice for tentative grant awards should be addressed to Scott Valverde in the Institutional Effectiveness Division at (916) 327-5897 or [svalverde@cccco.edu](mailto:svalverde@cccco.edu).

## ***GRANT PROTEST PROCEDURES***

Applicants may file a letter of protest against the award of the grant. The protest must be filed with the Vice Chancellor of the Institutional Effectiveness Division. Protest letters must be mailed to Theresa Tena, Vice Chancellor Institutional Effectiveness, Chancellor's Office, California Community Colleges, 1102 Q Street, Suite 4400, Sacramento, CA 95811-6539, within ten (10) business days after the intent to award is posted. 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.

## ***APPLICATION FORMAT, INSTRUCTIONS AND SCORING***

The instructions below prescribe the mandatory format and approach for the development and presentation of the application. The application instructions listed must be adhered to. All questions must be answered, and all requested data must be supplied. Use the forms, narrative format and the project specifications to prepare the application.

COMPLETE THE FOLLOWING:

- a. **Appropriate Grant Agreement Face Sheet** (Due to the legal nature of these documents, these forms may be duplicated by photocopying but NOT replicated electronically. The applicant must use the forms provided in Appendix B)
  - i. This RFA packet contains one Grant Agreement Face Sheet.
  - ii. Enter the District and College Name in the upper right-hand corner. *The RFA Specification number has already been entered for you.*
  - iii. 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 or red ink only.*
- b. **Contact Page**
- c. **Application Consortium Data Sheet**
  - i. Complete and include this form with the application **only if applicable**.
- d. **Application Abstract** (Use a Narrative Format, Form provided in Appendix B)
  - i. The Application Abstract should concisely summarize the entire application in less than 250 words and must not exceed one page. It must include statements on the objectives, procedures, expected contribution or impact on the funding priorities of the RFA Specification and deliverables (products/services/outcomes).
- e. **Table of Contents**
  - i. The Table of Contents shall be on a separate page, with each component of the application's narrative listed and page numbers indicated.
  - ii. The narrative pages shall be numbered in sequence with the page number centered at the bottom of each page.
- f. **Need (Use a Narrative Format, Form not provided in Appendix B) (MAXIMUM POINTS—10)**
  - i. Concisely describe the problem being addressed and/or the need for the project and how it addresses the funding priorities listed in the related RFA Specification.
  - ii. In addition, and in accordance with the RFA Specification, applicants will describe the following:
    1. Scope of problem being addressed: local, regional and/or statewide; and
    2. Target group(s)—populations to be served.
- g. **Application Annual Work Plan** (Form provided in Appendix B)
  - i. The applicant may also provide a narrative (no form provided) for the work plan components. The narrative work plan components must be clearly labeled and easily linked back to the Application Annual Work Plan form in Appendix B.
  - ii. Objectives (**MAXIMUM POINTS—15**)

The RFA Specification has identified minimum objectives. The applicant's statement of objectives should be itemized, numbered, and describe with as much specificity as possible how the applicant's procedures for subgranting large sums of money and processing invoices will facilitate the timely meeting of these objectives.
  - iii. Procedures/Activities (**MAXIMUM POINTS—20**)
    1. The RFA Specification identifies and directs the focus of the applications. Under this section of the application, the applicant should

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

- a. Feasibility of solutions/strategies to be employed; and
- b. Short and long-term benefits to IEPI project.

The applicant should expand on the procedures and/or activities being used in accomplishing the timely execution of fiscal agent activities. The applicant must also demonstrate how the procedures/activities are related to achieving each of the project objectives and the performance outcomes.

2. Describe the sequence of activities utilizing a timeline with narration. Timelines with monthly objectives are preferable to specific dates. A form (“Application Annual Workplan”) is provided in Appendix B to document work plan procedures and activities.

**h. Project Management/Institutional Commitment (MAXIMUM POINTS—30)**

**i. Project Management**

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

**ii. Institutional Commitment and Expertise**

1. The applicant should provide evidence of the district’s commitment to the success of the project, including, but not limited to the following:
  - a. Describe how the proposal is related to the district’s vision and strategic planning efforts.
  - b. Describe how the project will be incorporated into the district’s existing fiscal and administrative processes.
  - c. Describe board policies on subgrant competitive bidding including bid threshold, turnaround time, and board meeting schedule. Explain how those policies align with project goals of timely delivery of services.
  - d. Describe board policies on travel reimbursement and how they align with project goals of timely delivery of services.
2. Applicant should provide evidence of applicable expertise which would benefit the initiative in the following areas:

- a. Improvement in the timing and delivery of IEPI Specialized Training activities by expeditious execution of subgrants, review and approval processes, fiscal and grant activity reporting mechanisms; and
    - b. Increased efficiency in transaction and travel reimbursement processing.
  3. Applicant should provide the following:
    - a. Declaration of accreditation status.
    - b. Overview of its fiscal management and status.
    - c. Applicant should provide a description of past performance as a fiscal agent for educational activities, including any existing grants or contracts with the Chancellor’s Office, the overall grant or contract award amount(s), the number of subgrants awarded, the typical or average funding level of these subgrants, and approximate number of total transactions processed annually as a fiscal agent.
- i. **Application Budget Summary (MAXIMUM POINTS—10)**
  - i. See Crossover Chart, Appendix B, to determine expenditure classifications. When entering dollar amounts, round off to the nearest dollar. **DO NOT TYPE IN THE CENTS.**
    1. 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.
    2. 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 sources 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.
  - ii. Employee Benefits
    1. 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 purpose of working on the project may be supported by the grant.
  - iii. Expenditures
    1. Funds awarded for grants may not be used for purposes of construction or remodeling of facilities, nor for student financial aid programs or for programs and activities not eligible for state apportionment. Expenditures related to the purchase of equipment are governed by Article II Section 16d and Article II Section 19a, in Appendix A of this document. Overhead or indirect costs may be included but cannot exceed four (4) percent.
  - iv. Match Requirement
    1. There is no local match requirement for this project.

2. Failure to provide complete budget information in the specified format may result in applications not being reviewed for funding consideration.
  3. The district chief business officer's signature is required on the Application Budget Summary (use blue or red ink).
  4. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. Provide travel purpose and estimated cost.
- j. **Overall Feasibility of the Project (MAXIMUM POINTS—15)**
- i. Prepare a statement as to how the project is realistically capable of attaining the required and proposed outcomes.
- k. **Application Procedure**
- i. **Hardcopy Form Submission Requirements**
    1. Submit five (5) copies of the application, three (3) of which must contain original signatures (blue or red ink) on the Grant Face Sheet and the Application Budget Summary.
    2. Mail hard copy applications to: Chancellor's Office, California Community Colleges, Institutional Effectiveness Division, 1102 Q Street, Suite 4400, Sacramento, CA 95811, Attn: Scott Valverde.
    3. The hardcopy applications must be received in the Chancellor's Office by 5:00PM PST on April 24, 2017.
  - ii. **Electronic Form Submission Requirements**
    1. Submit (1) electronic version of the full and completed application via electronic mail (email).
    2. Email electronic forms to Scott Valverde at [svalverde@cccco.edu](mailto:svalverde@cccco.edu).
    3. The electronic applications must be received at the aforementioned email address by 5:00PM PST on April 24, 2017.
  - iii. Staple the application in the upper left-hand corner. Use 8.5"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.
  - iv. 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 or red ink.
  - v. The Application Budget Summary page must be signed by the chief business officer (or authorized designee). Please use blue or red 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.

## ***CALENDAR OF KEY DATES***

The RFA 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:

March 23, 2017	RFA Released
April 3, 2017	RFA Question & Answer Virtual Meeting  10:00AM-11:30AM  CCC Confer: 1-888-450-4821 CCC Confer passcode: 542770
April 24, 2017	<b>Application Due Date</b>
April 27-28, 2017	Reading and Rating of Applications
May 1, 2017	Intent to Award and Notification, Website post
May 12, 2017	Last Day to File a Protest
July 1, 2017	Grant Commencement Date

# **SECTION III: APPENDICES**



# ***Appendix A***

## **Grant Agreement**

Article I: Program Specific Provisions

Article II: Standard Legal Terms and Conditions

## **GRANT AGREEMENT**

### **ARTICLE I**

(Effective March 2017)

#### 1. Cost and Payments

- a. 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:
  - i. 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.
  - ii. Grantee may submit request for progress payments at the time that progress reports are submitted pursuant to section 3 of this Article. Payment will be made after review and approval of the progress reports by the Chancellor's Office.
  - iii. A final payment will be calculated based on the Final Performance and Expenditure Reports due by August 31. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

#### 2. Budget Changes

- a. Grantee may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- b. Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- c. 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."
- d. 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.
- e. 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

- a. 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.
  - i. One original and one copy of a Progress/Year-to-date Expenditure Report – January 31.
  - ii. One original and one copy of a Progress/Year-to-date Expenditure Report – April 30.
  - iii. One original and two copies of a Final Report and Final Expenditure Report – August 31.
  - iv. In addition, the Project Monitor may require monthly activity reports in a format designated by the Chancellor's Office.

## **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.

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**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.

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## **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.

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## **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.

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- 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.)
- f. 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.

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## **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."

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#### **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

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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

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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.

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- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will 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.

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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).

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## 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.

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## **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.

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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.

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**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.

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- 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.

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- 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

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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

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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.

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**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,

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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.



## **Appendix B**

### **Application Forms**

Grant Agreement Face Sheet (actual form is included in RFA Package as a separate Excel document)

Contact Page

Application Consortium Data

Sheet Application Abstract

Application Annual Work Plan and Performance Indicators

w/Instructions Application Budget Summary

Application Budget Detail Sheet — Format Example

Only Application Budget Detail Sheet — Blank

Crossover Chart

# ***Grant Face Sheet***

*An Excel version of this form is included as separate file in the RFA package.*

Chancellor's Office  
California Community

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Number: 17-

# CONTACT PAGE

TO BE COMPLETED BY
Grant Agreement No.: _____ Proposal ID No.: _____ Funding Status: _____ Fiscal Year: _____

Funding Source(s): \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_

<b>College President</b> (or authorized Designee) Name: _____ Title: _____ Signature: _____ Date: _____ Phone: (____) _____ Fax: (____) _____ E-Mail Address: _____
<b>Responsible Administrator</b> (Appropriate Program Area) Name: _____ Title: _____ Signature: _____ Date: _____ Phone: (____) _____ Fax: (____) _____ E-Mail Address: _____
<b>Project Director</b> Name: _____ Title: _____ Signature: _____ Date: _____ Phone: (____) _____ Fax: (____) _____ E-Mail Address: _____
<b>Business Officer</b> Name: _____ Title: _____ Signature: _____ Date: _____ Phone: (____) _____ Fax: (____) _____ E-Mail Address: _____
<b>Application/Grant Writer</b> Name: _____ Title: _____ Signature: _____ Date: _____ Phone: (____) _____ Fax: (____) _____ E-Mail Address: _____

# **APPLICATION CONSORTIUM DATA SHEET**

△ Please check here if this proposal is a consortium project  
Complete the following information for each college of the consortium. Use additional sheets if required. Attach this form directly behind the Contact Page.

District/College or Organization: \_\_\_\_\_

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

City: State: Zip+4:

Project Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Amount of dollars contributed to project by the district/college: \$ \_\_\_\_\_

Role of district/college in the consortium design: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

District/College or Organization: \_\_\_\_\_

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

City: State: Zip+4:

Project Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Amount of dollars contributed to project by the district/college: \$ \_\_\_\_\_

Role of district/college in the consortium design: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

District/College or Organization: \_\_\_\_\_

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

City: State: Zip+4:

Project Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Amount of dollars contributed to project by the district/college: \$ \_\_\_\_\_

Role of district/college in the consortium design: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Application Consortium Data Sheet (Continued) RFA Number: 17-0020**

**District/College or Organization:**\_\_\_\_\_

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

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

**Project Contact:**\_\_\_\_\_ **Phone:**\_\_\_\_\_

Amount of dollars contributed to project by the district/college: \$\_\_\_

Role of district/college in the consortium design:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**District/College or Organization:**\_\_\_\_\_

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

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

**Project Contact:**\_\_\_\_\_ **Phone:**\_\_\_\_\_

Amount of dollars contributed to project by the district/college: \$\_\_\_

Role of district/college in the consortium design:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**District/College or Organization:**\_\_\_\_\_

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

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

**Project Contact:**\_\_\_\_\_ **Phone:**\_\_\_\_\_

Amount of dollars contributed to project by the district/college: \$\_\_\_

Role of district/college in the consortium design:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**District/College or Organization:**\_\_\_\_\_

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

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

**Project Contact:**\_\_\_\_\_ **Phone:**\_\_\_\_\_

Amount of dollars contributed to project by the district/college: \$\_\_\_

Role of district/college in the consortium design:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Application Abstract** (narrative form)

Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Number: \_\_\_\_\_

17-0020

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

Objective	Procedures/Activities	Performance Outcomes	Timelines	Responsible

## **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 four to seven (4-7) 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: 12/15/17 to 3/7/018.*

### **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		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							
2000	Non-instructional Salaries							
3000	Employee Benefits							
4000	Supplies and materials							
5000	Other Operating Expenses and Services							
6000	Capital Outlay							
7000	Other Outgo							
<b>Total Direct Costs</b>								
<b>Total Indirect Costs (4%)</b>								
<b>Total Program Costs</b>								

- 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: \_\_\_\_\_ 17-0020

**APPLICATION BUDGET  
DETAIL SHEET**

Program Year: \_\_\_\_\_ 2017-2018  
Source of Funds: Prop 98

Object of Expenditure <sup>1</sup>	Classification	Requested Funds	Gen. Fund Dist.	Other Source
1100	<b>Instructional Salaries</b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>	Fill In ↓	Fill In ↓	Fill In ↓
1210	<b>Supervisors' Salaries<sup>2</sup></b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
1230	<b>Counselors' Salaries</b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
1420	<b>Project Director<sup>3</sup></b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2140	<b>Classified Salaries, Non-instructional (Regular Full-time)</b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2200	<b>Instructional Aides' Salaries (Regular, Full-time)</b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2340	<b>Classified Salaries, Non-instructional (Non-Regular Full-time)</b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2400	<b>Instructional Aides' Salaries (Non-Regular, Full-time)</b> <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
3000	<b>Employee Benefits</b> <i>Name and rate change</i>			
4000	<b>Supplies and Materials</b> <i>List type and costs</i>			
5000	<b>Other Operating Expenses and Services</b> <i>List type and costs, including travel and per diem</i> <b>Subcontractors</b> <i>Name (daily/hourly rate)</i> <i>Identify specific service to be rendered</i>			
6000	<b>Capital Outlay</b> <i>List type and costs</i> <b>Equipment</b>			
7000	<b>Other Outgo</b> <i>List type and costs</i> <b>Student financial aid</b> <b>Other payments to/for students</b>			
	<b>Total Direct Cost</b>			
	<b>Total Indirect Cost(4%)</b>			
	<b>Total Program Cost</b>			

<sup>1</sup>The following represent frequently-used account codes. Refer to Crossover chart for further options.

<sup>2</sup>Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)

<sup>3</sup>This is the person who is directly involved in the day-to-day ongoing activities.



# 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
		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
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> Supervisor	1400	Academic Salaries, Non-Instructional, Non-Regular Salary Schedule

## Project Director

- 
- Please refer to the *California Community Colleges Budget and Accounting Manual*  
[http://www.cccco.edu/divisions/cfp/fiscal/standards/budget\\_and\\_accounting\\_page.htm](http://www.cccco.edu/divisions/cfp/fiscal/standards/budget_and_accounting_page.htm)
  - 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, (916)327-6225.
    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.

	Counselor		
	Other		
2100	Classified Salaries, Noninstructional <i>(Use same subcategory detail as object 1200)</i> Supervisor	2100	Classified Salaries, Non- Instructional, Regular Salary Schedule
	Project Director		
	Counselor		
	Other		
	<b>Use This</b> <i>(CCCCO Reports EOT Number)</i>		<b>For This</b> <i>(Budget and Accounting Manual EOT Number)</i>

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> Supervisor  Project Director  Counselor  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 then 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>

