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CHANCELLOR'S OFFICE  
CALIFORNIA COMMUNITY COLLEGES  
TECHNOLOGY, RESEARCH, AND INFORMATION SERVICES DIVISION

# REQUEST FOR APPLICATIONS

## TELECOMMUNICATIONS AND TECHNOLOGY INFRASTRUCTURE PROGRAM (CCC TECHNOLOGY CENTER) GRANT



**RFA Specification No. 17-055**  
2017-2018 Funding Fiscal Year  
2017-2018 Program Years

**Instructions, Terms and Conditions**  
**Application Deadline: Applications must be received at the  
Chancellor's Office by 5:00 p.m. on March 23, 2017**

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## ***Document Change Log***

This section shows the changes made to the Telecommunications and Technology Infrastructure Project (CCC Technology Center) RFA 17-055 after the document has been distributed to districts/colleges participating in the RFA process. Original distribution February 21, 2017.

<b>Chg #</b>	<b>Version</b>	<b>Date</b>	<b>Item and Change</b>
1	1	3/9/2017	Section II, Item G: Application Review Process Changed verbiage and renumbered

## ***Structure and Readability of this Document***

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

- I. Need  
The *Need* section provides the applicant with:
  - The historical origins of the RFA.
  - The current environment (process and/or technical) in which the RFA initiative will operate.
  - Understanding of how the RFA could address the gaps/issues within the system.
  
- II. Purpose and Use of Funds  
The *Purpose and Use of Funds* section provides the applicant with:
  - High level scope and responsibilities of the RFA initiative.
  - Funding period and annual requirements
  
- III. Application and Work Plan  
The *Application and Work Plan* section provides the applicant with:
  - The **Objectives** of the RFA initiative.
    - Objectives are project goals to be achieved in order to be successful. They are not the specific activities that need to take place.
    - A baseline of the essential programmatic goals the readers will look for in an applicant's response. The applicant may provide additional objectives to accommodate their response.
  - The **Procedures and Activities** related to the objectives of the RFA initiative.
    - Procedures and activities are the specific, measurable and quantifiable actions associated with one or more objective.
    - 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 accommodate their response.
  
- IV. Program Evaluation and Performance Outcomes  
The *Program Evaluation and Performance Outcomes* section informs the applicant that program evaluation and tracking/reporting of performance

outcomes are an essential part of the applicant's response and an ongoing program requirement.

V. Legal Terms and Conditions

The Legal Terms and Conditions 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.

VI. Information

The Information section provide 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.

VII. Section II: Application Instructions and Evaluation Criteria

Section II contains general instructions, procedures, formats, and timelines for submitting project applications to the California Community Colleges, Chancellor's Office (CCCCO)

VIII. Section III: Grant Agreements Article I and II

Provides the applicant with the program specific legal terms and conditions.

# **Section I**

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



## Section I

### Chancellor's Office California Community Colleges

#### Request for Applications Specification No. 17-055

The grant awarded through this Request for Applications (RFA) Specification is for the initial year of a continuing project, the CCC Technology Center. 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 of a renewal application.

<b>RFA Specification Number:</b>	17-055
<b>Program Division:</b>	Technology, Research and Information Systems (TRIS)
<b>Funding Source:</b>	Telecommunications and Technology Infrastructure Program (TTIP)
<b>RFA Title:</b>	Telecommunications and Technology Infrastructure Program (CCC Technology Center)
<b>Funding Category:</b>	Technology Systemwide Project (TSP)
<b>Funding Period:</b>	July 1, 2017 – June 30, 2018
<b>Grant Timeframe</b>	July 1, 2017 – August 31, 2018 (Possible renewals up to 4 years for a total of 60 months)
<b>Maximum Funds Available:</b>	Not to exceed \$6,000,000 annually.
<b>Match Requirement:</b>	5%
<b>Number of Awards:</b>	One (1)

### Background

The Chancellor's Office Technology, Research and Information Systems Division governs the Telecommunications and Technology Infrastructure Project (CCC Technology Center), which is guided by the provisions of the strategic technology plans developed by the Telecommunications and Technology Advisory Committee (TTAC).

The strategic technology plans have the following objectives:

- Protect the state's prior technology investments
- Expand and improve student services

- Utilize current technology to leverage existing infrastructure

The goal of the TTIP (CCC Technology Center) is to provide secure, scalable, and integrated technology solutions for the California Community Colleges that take advantage of economies of scale, which are facilitated by governance from the colleges themselves.

TTIP (CCC Technology Center) has developed and manages a variety of systemwide technology projects in addition to the following duties:

- Providing project leadership
- Providing technology services
- Disbursing funds
- Managing contracts
- Developing external funding resources
- Publicizing the progress of the projects

The California Community Colleges Technology Center (CCCTC) grant is currently managed by the Butte Community College District. A primary focus of the CCCTC has been technology for statewide projects. It manages and operates centralized projects that leverage technology and has moved the system toward a more integrated approach to standards development, collecting user requirements, and engaging in systems design and development. The CCCTC also works with the Online Education Initiative, Common Assessment Initiative, Educational Planning Initiative, and the Cal PASS Plus program, and is responsible for systems analysis, information security, architecture hosting, software development, user interface, student support, student accounts/ Federated ID, quality assurance and maintenance for customers' tools and services leveraging the statewide portal or platform.

The CCCTC works with the Corporation for Educational Network Initiatives in California (CENIC) to manage the California Community Colleges participation in the California Research and Education Network (CalREN). The California Community Colleges are authorized to participate in the California Teleconnect Fund (CTF) program, thereby providing an estimated savings of \$7.5 million annually to support telecommunications and network connectivity costs.

**Current services and product include:**

- CCC Systemwide Technology Platform
- Management of the California Research and Education Network (CalREN)
- CCCApply: the Online Application to the California Community Colleges
- CCC Information Security Center
- CCC Accessibility Center
- Systemwide Architecture Committee (SAC)
- Telecommunications and Technology Advisory Committee (TTAC)

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## **CCC Systemwide Technology Platform**

The California Community Colleges Technology Center facilitates a CCC Systemwide Technology Platform standard that allows the system to build new Web 2.0 applications that work together, provide sharable services to the colleges, and can incorporate legacy functionality as we transition to the next generation.

*The Systemwide Technology Platform is composed of the following technologies:*

**Service-Oriented Architecture (SOA):** Under this model, siloed applications are deconstructed into their component services and connected via secure Internet communications. This enables these component services to be reused by college or vendor applications and combined into composite applications.

**Enterprise Portals:** Most of the colleges are moving to some form of portal interface for their students. By providing our systemwide applications as portlets to the colleges, they can be plugged in to provide additional services and functionality for students. In addition, a systemwide portal would tie together our applications with a common front end.

**Federated Identity:** Both CSU and UC have Federated Identity initiatives based on the In Common Federation. For information about centrally paid In Common membership. In Common includes over 200 higher education Institutions, government agencies and vendors. The OpenCCC Federated Identity enables a common sign-in for students and staff across systemwide applications and institutions while increasing security and privacy.

**Elastic Cloud Infrastructure:** The emergence of elastic cloud platforms, where the computing power behind deployed applications is monitored to scale up or down to service demand loads, has made it possible to efficiently handle the annual cyclic student demand on student services applications without having to build a large data center to handle peak loads.

**Business Intelligence:** To facilitate analysis of student pathways, outcomes, transfer, and institutional performance for continuous improvement, there is a need to bring together disparate data sourced from the existing applications within our system, and tie them together into usable structures that can be easily researched and presented to end users for immediate and future decision-making purposes.

**Secure Identity Center:** A hardened data center is employed to secure Personal Identification Information (PII) contained in account profiles and submitted applications for admission to college. In addition to providing authorization and authentication to systemwide services, the Identity Center resolves account conflicts and eliminates duplicate accounts.

## **CENIC and the California Research and Education Network (CalREN)**

The Corporation for Education Networking In California (CENIC) is a not-for-profit corporation serving California Institute of Technology, California State University, Stanford University, University of California, University of Southern California, California Community Colleges and the statewide K-12 school system. CENIC's mission is to facilitate and coordinate the

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development, deployment, and operation of a set of robust multi-tiered advanced network services for this research and education community, California Research and Education Network (CalREN). The California Community Colleges Technology Center manages the CENIC contract.

### **CCCApply: the Online Application to the California Community Colleges**

CCCApply is the online gateway to the California Community Colleges. Each year at our 113 colleges, more than two million students from all over the world build their career skills, prepare for transfer to four-year colleges and universities, or simply enrich their lives through learning. CCCApply streamlines the application process for students and staff.

### **CCC Information Security Center**

The California Community Colleges Information Security Center facilitates and coordinates the work of systemwide information security (IS) technology by understanding CCC IS priorities, offering free vulnerability scanning, providing free server monitoring, developing IS policies & procedures, promoting IS awareness, and publicizing important IS information.

### **CCC Accessibility Center**

Diversity and inclusion are core values embraced by California community colleges. Accessible websites and information technology positively affect individuals with disabilities, offering greater opportunity for engagement and participation in pursuit of lifelong learning throughout California's community colleges. The CCC Accessibility Center provides guidance and technical assistance to California community colleges in realizing this accessible technology environment.

### **Systemwide Architecture Committee (SAC) Research and Trend Analysis**

The Systemwide Architecture Committee (SAC) provides technical expertise for planning the development and growth of the systemwide information-technology (IT) infrastructure for California Community Colleges (CCC). SAC is a subcommittee of the Telecommunications and Technology Advisory Committee (TTAC). SAC works in close coordination with TTAC to develop strategic plans, policies, implementation strategies, practices, and standards regarding the systemwide implementation of IT infrastructure.

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## **Telecommunications and Technology Advisory Committee (TTAC)**

TTAC advises the California Community Colleges Chancellor's Office on the continued development and deployment of telecommunications and educational technologies in the California Community Colleges. The committee researches technology trends and recommends the direction for technology infrastructure initiatives within the California Community Colleges system. It meets four times a year.

The Technology Center supports TTAC by coordinating its quarterly meetings and its annual Technology Plan, as formulated during its Strategic Planning retreat.

### **Grant Overview**

This grant, which will be for a maximum period of five years or 60 months, will be awarded to satisfy the program requirements of the Telecommunications and Technology Infrastructure Program (CCC Technology Center) grant. Award recipient will be responsible for continuing the current program as well as improving services as the needs of the system evolve. Grantee will be required to ensure program continuity with minimal overhead.

## **NEED**

Just as economic development requires a relatively educated populous and an abundant source of energy, functioning and competing in today's global society and marketplace requires the use of ubiquitous information technologies. IT has reached the status of a utility, and as such, it warrants the same political support as that received by earlier utilities. For example, investments in rural electrification and the national highway system were made with the expectation that doing so would spur community development, trade and commerce, and result in a stronger economy.

Though perhaps not originally intended for such widespread adoption, the development of the Internet represents one such major investment. Now the digital revolution has spread around the world, and an individual or organization without access to the Internet and other digital technologies is less capable of economic growth. IT is a key driver behind the "knowledge economy" and a foundation for the "high wage/high skills" competitive labor strategy that we as a nation are pursuing.

The CCC, with its mission of open access and workforce development, must lead in the information technology arena, not just keep up. Our students—the future of California—deserve a fair shake at being competitive in today's economy and "high wage/high skills" competitive labor markets. California is a leader in many realms, and it has a long, established history as the number one technology state. Here information technologies have evolved beyond just a commodity to become a differentiator. It is time for the CCC System to use information technologies as a differentiator as well. We must 1) teach our students, faculty, and staff how to use technology in many aspects of their lives, and 2) deploy systems-level secure IT solutions that support delivering high quality, affordable

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and comprehensive education, thereby realizing greater efficiencies in time, resources and funding.

## **PURPOSES/USES OF THE FUND**

The goal of the CCC Technology Center Program is to provide secure, scalable, and integrated technology solutions to the California Community Colleges while taking advantage of economies of scale. These efforts are facilitated by governance from the colleges within the system. The CCC Technology center also manages systemwide contracts, disburses funds, provides project leadership, and communicates and markets project information, best practices and standards to the California Community College System.

This grant, which will be for a maximum period of five years or 60 months, will be awarded to satisfy the program requirements of the Telecommunications and Technology Infrastructure Program (CCC Technology Center) program. Award recipient will be responsible for continuing the current program. Grantee will be required to ensure program continuity with minimal overhead.

## **OBJECTIVES**

1. Partner with educational entities and community-based organizations to facilitate ongoing collaboration and joint efforts relating to the standardization, consolidation, and use of technology and Internet connectivity.
2. Incorporate current modules into a Service Oriented Architecture model and forecast other modules needed to provide students with services they need to succeed in an online environment.
3. Provide Information Security standards, tools, and training.
4. Provide guidance and training on EIT in accordance with section 508 and the Web Content Accessibility Guidelines 2.0 (WCAG 2.0)
5. Support systemwide strategic technology goals as articulated by TTAC, such as Data Governance.

## **PROCEDURES AND ACTIVITIES**

- Maintain current infrastructure, hardware, and software necessary to support and provide secure access to systemwide technology projects, such as CCCApply.
- Maintain the current portal technologies and CCC Tech Center web presence and supported services.
- Explore new applications and uses of technology to better serve faculty, staff, and students in an environment of secure collaboration.
- Explore and implement integration with other products/services, such as course management systems, Service-Oriented Architecture, and state databases.

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- Update and continue to implement a strategic communication and marketing plan to effectively provide services to California Community College system.
  - Manage and build inter-segmental relationships with CSU, UC, K-12, Adult Schools, the Library Community, and charter schools.
  - Continue to provide information security services to the CCCs through the CCC Security Center by maintaining a systemwide information risk management policy, identifying and communicating security risks to the system and helping colleges meet information security standards, and providing systemwide information security consultants/consultation and recommending and/or providing information security best practices, tools, and training.
  - Provide information security oversight for systemwide technology platforms including OpenCCCAppl, federated identity, and other services.
  - Maintain a CCC Accessibility Center providing advisory services for systemwide offerings, in addition to disseminating standards and best practices to, and conducting training for the CCCs.

## **TRANSITION PLAN**

As necessary, a transition plan should be prepared by the applicant to address how project responsibilities will be transitioned without impact to project objectives. The grant award date is July 1, 2017, with the current grantee, Butte Community College District contracted to provide project support through October 1, 2017. This three-month overlap is intended to allow adequate time to transition task responsibilities if needed. During plan preparation the applicant is encouraged to closely evaluate each responsibility with respect to how it will be resourced and what degree of transition is necessary. For example, in some instances a collaborative agreement with another entity may be the most effective resource alternative for a task.

The applicant should work closely with the existing program hosted at the Butte Community College District to ensure an uninterrupted transition of current program goals and commitments. The applicant should also maintain the current infrastructure, hardware and software necessary to store, maintain and provide secure access to current projects and services.

## **EVALUATION/PERFORMANCE OUTCOMES**

The funded applicant will be required to submit a mid-year progress and expenditure report and a final annual report. The annual report must describe the project status, performance outcomes and identify level of institutionalization.

Ongoing contact 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 of an application renewal.

## **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 RFA Administrator, Gary Bird by telephone (916) 327-5904, e-mail at [gbird@cccco.edu](mailto:gbird@cccco.edu) or by U.S. mail at 1102 Q Street, Suite 4400 Sacramento, CA 95811.

# **Section II**

## **Application Instructions and Evaluation Criteria**



## **Section II**

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

#### **A. Intent**

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

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

**Fund disbursements are allocated in one funding category:**

- Telecommunications and Technology Infrastructure Program (TTIP)

#### **C. Eligibility**

Community College districts are eligible to apply. If a Solicitation of Interest preceded this RFA, only districts that have successfully completed the Solicitation of Interest process may apply. Individual RFA Specifications may expand the applicant eligibility pool beyond those of Community College districts. (See the RFA Specification for this information.) All applications recommended for approval shall have or obtain approval of the Board of Trustees of the districts. Provide minutes from Board meeting of approval. Because of the reduced time to respond, a Board meeting agenda will be acceptable until the actual Board meeting approves the project and funding. The minutes from the Board meeting can be provided at a later date.

**Important Note:** All potential applicants for funding under this RFA should carefully note that new provisions were added in 2007 to the "Division/Program-Specific Legal Terms and Conditions," Article I; the "Standard Legal Terms and Conditions," Article II; and the "Division/Program-Specific and Standard Legal Terms and Conditions," Article III. These provisions relate to the use of subcontractors, the

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implementation of the settlement agreement in *Camarena v. San Bernardino Community College District*, et al; and the eligibility of certain classes of non-citizens to receive public benefits under the Personal Responsibility and Work Opportunity Act of 1996. Additionally, the provision relating to the Americans with Disabilities Act of 1990 has been expanded to require that materials produced with these grant funds be provided in an alternative medium upon request. All equipment, software, and/or instructional materials purchased under these grant awards must either be designed to permit use of persons with disabilities or come equipped with adaptive equipment to make it possible; see Article II, provision 18 for more details. If you have questions about the meaning of any of these provisions, you may contact the Legal Affairs Division of the Chancellor's Office at (916) 445-4826.

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

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

#### **E. RFA Clarification**

If any ambiguity, conflict, discrepancy, omission, or other error in this RFA is discovered, immediately notify the Vice Chancellor of the Technology, Research and Information Systems Division (TRIS), 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.

#### **F. Rejection of Application**

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

An application shall be rejected prior to scoring if:

1. It is received at any time other than the exact time and date set for receipt of applications.
2. The application fails to meet the requirements of the RFA Specification; or
3. The application contains false or misleading statements or references, which do not support an attribute or condition, contended by the applicant. The application shall be rejected if, in the opinion of the State, such

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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.

### **G. 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:

1. Conduct a preliminary review of the applications to determine if they are in compliance with the RFA Specification; application format; required signatures; and the number of copies.
2. A panel of three readers consisting of Chancellor's Office staff and/or non-Chancellor's Office shall be assembled to score and rank the applications to determine eligibility. Readers shall use the same evaluation criteria for all applications. All applicants achieving at least 75 points on their evaluations are eligible for funding. Application scores are ranked in descending order and funds are disbursed to the number of projects pursuant to the RFA Specification, until all funds are allocated. An eligible score of 75 points does not guarantee a grant award. However, the eligible but non-awarded applicant(s) are placed on an eligible-not funded list and may be awarded grants in the future, should funds become available.
3. If the total amount of funds requested by applicants pursuant to any individual RFA Specification cannot be funded by the amount of funds available hereunder, assemble three readers from within and outside the Chancellor's Office to score and rank the applications in order of eligibility. All applicants achieving at least 75 points on their application evaluations are eligible for funding. An eligible score of 75 points does not guarantee a grant award. Application scores are ranked in descending order and funds are disbursed in the same manner until all funds are allocated.
4. Prepare and post notice of intent to award grants under each respective RFA Specification. This notice will include the scoring and ranking results of all applications received.

This notice will be posted on the Web site at  
<http://www.cccco.edu/divisions/tris/telecom.htm>  
 by April 3, 2017

5. If there are any funds remaining under any RFA Specification in which grants have been awarded to all of the eligible applicants, the Chancellor's Office may elect to award the remaining funds under other RFA Specification, as long as the awards are made in accordance with the AF and AFP lists already established hereunder and their purpose is consistent with the funding source. Staff also reserves the right to issue an addendum to the original RFA that will extend the deadline for the receipt of applications pursuant to any RFA Specification with funds still available.

#### **H. Selection of Grant Readers**

The respective Vice Chancellor will select groups of readers and alternates from members of the Chancellor's staff, community college consultation groups (CEO, CBO, CIO, CSSO, CISO and Academic Senate), and other appropriate entities that are Representative of not only a wide range of expertise in education but also of ethnic and geographic diversity and gender balance. The selected readers and alternates will then use the criteria and scoring processes set out below to score and rank applications.

#### **I. 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	15
Performance Outcomes/Evaluation Design	15
Project Management/Institutional Commitment	15
Budget	10
Overall Feasibility of the Project (over 5 year period)	15
Dissemination	<u>5</u>
<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.

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<b>Criterion Value</b>	<b>5 PT</b>	<b>10 PT</b>	<b>15 PT</b>	<b>20 PT</b>
Poor	0-1	0-2	0-3	0-4
Below	2	3-4	4-6	5-8
Average	3	5-6	7-9	9-12
Above Average	4	7-8	10-12	13-16
Exceptional	5	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 the 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.

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Projects designed to support ongoing initiatives require a significant commitment from the applicant as well as the Chancellor's Office. These projects have very prescriptive criteria, a highly delineated scope-of-work to be accomplished, and may require a site visit as part of the review process to verify the: (1) financial support for the proposed project; (2) projects' responsiveness to established program criteria; (3) availability of matching funds for the project; (4) budget justification; (5) college ability to implement and manage the projects locally.

#### **J. Notification of Intent to Award Grants**

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

**Note:** All questions regarding this notice for tentative grant awards should be addressed to Gary Bird or [gbird@cccco.edu](mailto:gbird@cccco.edu) in the Telecommunications and Technology Unit.

#### **K. Grant Protest Procedures**

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

#### **L. Application Instructions**

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

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

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**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.**

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

**2. Contact Page**

**3. Application Consortium Data Sheet**

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

**4. Application Abstract** (*Use a Narrative Format, Form provided in Appendix B.*)

The Application Abstract should concisely summarize the entire application in less than 250 words and must not exceed one page. Included must be statements on the objectives, procedures, expected contribution or impact on the funding priorities of the RFA Specification and deliverables (products/services/outcomes).

**5. Table of Contents**

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

**6. Need**

**Maximum Points—10**

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

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.

In addition, and in accordance with the RFA Specification, applicants will describe the following:

- Scope of problem being addressed: local, regional and/or statewide;

- Target group(s) - populations to be served.

## 7. **Application Annual Work Plan (*Form provided in Appendix B*)**

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.

### a. **Objectives**

**Maximum Points—15**

1. The RFA Specification has identified minimum objectives. The applicant's statement of objectives should be itemized, numbered, and stated in measurable terms. The statement of objectives should be performance driven measurable.

Example: Eighty percent (80%) of the 35 faculty completing the Academic Excellence on the Internet staff development workshop will incorporate best practices learned into their classroom as evidenced by revised curriculum outlines and teaching strategies.

Example: Sixty percent (60%) of the 75 students enrolled in Civic Education Through ESL Internet course will increase their reading level by two grades and master eight core competencies in civic education.

2. All applicants must indicate how the statement of objectives will address the funding priorities and specifications of the RFA. Special attention should be given for improvements in serving underrepresented students.
3. The objectives provide the foundation for developing methodology to be used in addressing the need/problem and are the basis for measuring performance outcomes. The objectives should also be reflected in the annual work plan and be linked with procedures/ activities and performance outcomes of the annual work plan.
4. Objectives for professional and curriculum development must address the funding priorities within the RFA Specification and demonstrate a reasonable probability that the project will result in improved teaching techniques, student services or curriculum materials to be used in a substantial number of classrooms or other learning situations.

### b. **Procedures/Activities**

**Maximum Points—15**

1. The RFA Specification identifies the focus of the applications. Under this section of the application describe the proposed solutions to be employed to address the described need and/or problem. The applicant should further describe the following:
  - Feasibility of solutions/strategies; and
  - Short and long-term benefits to target population; and
  - Program improvements to RFA funding priorities.

The applicant should expand on the procedures and/or activities being used in resolving the problem. 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 is provided in Appendix B to document work plan procedures and activities. *(A computer facsimile of the form is acceptable.)*

**c. Performance Outcomes/Evaluation Design**

**Maximum Points—15**

1. Address the Performance Outcomes/Evaluation Design as listed within the RFA Specification.
2. All performance outcomes must be linked with objectives and procedures/activities.
3. Explain how the outcomes will benefit one or more of the following: (1) college; (2) district; (3) regions; and/or (4) state.
4. Each applicant is required to provide an outline of the project evaluation design including, if appropriate, a statement of qualification of a third party evaluator. At a minimum, the evaluation design should include:
  - Identification of objectives/outcomes to be measured (these objectives/outcomes should be the same as listed within the Narrative);
  - How each objective/outcome must be measured and reported (Methodology); and
  - Anticipated findings (Project Outcomes).

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**8. Project Management/Institutional Commitment** **Maximum Points—15**

*Project Management*

- a. Provide a management plan for operating the project.
- b. Provide a transition plan for operating the project, if necessary.
- c. Provide an organizational chart for the project.
- d. 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).
- e. 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.**

*Institutional Commitment*

The applicant should provide evidence of the district's commitment to the success of the project, including, but not limited to the following:

1. Describe how the proposal is related to the district's vision and strategic planning efforts.
2. Describe how the project will be institutionalized.

**9. Application Budget Summary** **Maximum Points—10**

- a. Complete the **Application Budget Summary** (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.**

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

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

To substantiate the Application Budget Summary, submit a **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.**

b. Employee Benefits

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

c. Expenditures

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

d. Match Requirement

There is a match requirement of 5% dollar-for-dollar match of the total cost of the project.

e. See RFA Specification to determine allowable supervision-administration costs.



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## 12. Application Procedure

- a. Submit five (5) copies of the application, four (4) of which must contain original signatures (**red or blue ink**) on the Grant Face Sheet and the Application Budget Summary.

**NOTE:** *The Chancellor's Office also requires that for multi-campus districts a copy of the application be sent to the respective college Superintendent/President and Academic Senate President and for single-college districts, a copy be sent to the Academic Senate President.*

- b. Mail applications to:  
California Community Colleges Chancellor's Office  
Telecommunications and Technology Unit  
Attn: Gary Bird  
1102 Q Street, Suite 4400  
Sacramento, CA 95811

**The applications must be received in the Chancellor's Office by 5:00 p.m. on March 23, 2017.**

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

## M. Calendar of Key Dates

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

<b>February 21, 2017</b>	<b>RFA Released</b>
March 2, 2017	Bidders Q&A 10:00 am – 11:00am <a href="https://cccconfer.zoom.us/j/388945414">https://cccconfer.zoom.us/j/388945414</a> or via phone 408 638 0968 Meeting ID: 388 945 414
<b>March 23, 2017, 5pm</b>	<b>Application Due Date</b>
March 24 – 31, 2017	Reading and Rating of Applications
April 3, 2017	Intent to Award and Notification, Website post
April 14, 2017	Last Day to File a Protest
July 1, 2017	Grant Commencement

# **Section III**

## **Appendices**





# ***Appendix A***

## **Grant Agreement**

Article I: Technology, Research, and Information Services Program Specific Provisions

Article II: Standard Legal Terms and Conditions



Chancellor's Office, California Community Colleges

**GRANT AGREEMENT**

**ARTICLE I**

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

**Telecommunications and Technology Infrastructure Program  
(CCC Technology Center) Grant  
Program-Specific Legal Terms and Conditions**

**1. Cost and Payments**

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

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- 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.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by [Program to enter day]. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

**2. Budget Changes**

- Grantee may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The request for such changes should include a

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

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

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

### **3. Reporting**

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

One original and one copy of a Progress/Year to date Expenditure Report	January 31
One original and one copy of a Progress/Year to Date Expenditure Report	April 30
One original and two copies of a Final Report and Final Expenditure Report	August 31

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

In the event that the term of this Grant Agreement, as specified on the face sheet, is for two or more years, additional progress/expenditure reports shall be required on July 31st, October 31st, January 31st and April 30th of the second and subsequent years.

## **ARTICLE II**

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

(Revision 5/15/14)

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

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

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

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

#### **2. Amendments**

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

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

**3. Unenforceable Provision**

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

**4. Dispute**

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

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

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

**5. Notice**

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

**6. Interpretation**

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

**7. Project Director and Key Personnel**

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

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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.

**10. Assignment**

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

**11. Subcontracts or Subgrants**

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

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

## **12. Audit**

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall

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

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

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

### **14. Travel**

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

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

## **15. Standards of Conduct**

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

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

private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
  4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

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

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

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities

(including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

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

Time is of the essence in this Grant Agreement.

#### **18. Intellectual Property**

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

infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

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



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

trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

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

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

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.

- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
  2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

## **20. Surveys**

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

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

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

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**22. Termination**

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

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

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

**23. Waiver**

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

**24. Workers' Compensation Insurance**

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

**25. Law Governing**

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

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

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

where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

**27. Curriculum Development**

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

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

**28. Eligibility for Noncitizens**

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

**29. Nondiscrimination Clause**

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical

disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

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

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed,

procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.

- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
1. Receive a copy of the Grantee's drug-free policy statement; and,
  2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

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

### **32. Captions**

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

### **33. Indemnification**

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

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
  1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such

action at its own expense with respect to attorneys' fees and costs (but not liability);

2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

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

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

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

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

#### **36. Union Organizing**

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

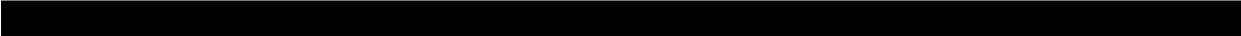
If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

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

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

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:

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



## ***Appendix B***

### **Application Forms**

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

Contact Page

Application Consortium Data Sheet

Application Abstract (Narrative)

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



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

BOG, California Community Colleges Chancellor's Office - 6870	<b>DISTRICT USE ONLY</b>
	District (Grantee): <u>enter district name here</u>
	College: <u>enter college name here if applicable</u>

<b>Grant Agreement</b>	<b>BOG-CCCCO USE ONLY</b>
Student Success and Support Program (formerly Matriculation) California Community College Common Assessment Initiative  RFA # <u>17 - 055</u>	Grant Agreement No.: <u>17 - 055 - 001</u>
	Funding Fiscal Year
	<u>2017-18</u> Total Amount Encumbered : \$ <u>6,000,000</u>

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2017 to June 30, 2018. The Final Report must be submitted within 60 days of the grant end date.

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

**GRANTEE**

Project Director: <u>enter project director's name here</u>	Total Grant Funds Requested: \$ <u>6,000,000</u>
	Total Match Funds, (if applicable): _____
Signature, Chief Executive Officer (or authorized Designee)	
	Date:
Print Name/Title of Person Signing:	District Address: <u>Enter district address here</u>

**STATE OF CALIFORNIA**

Project Monitor: <u>Gary Bird</u>	Agency Address: <u>1102 Q Street, Suite 4554 Sacramento, CA 95811-6539</u>				
Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
<u>6870 - 101 - 0001 (10)</u>	<u>5218 - 751 - 21711</u>	<u>20</u>	<u>2017</u>	<u>2017-18</u>	\$ <u>6,000,000</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Amount Encumbered : \$					<u>6,000,000</u>

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.	
	Date:
Signature, Executive Vice Chancellor (or authorized Designee)	
	Date:
Print Name/Title of Person Signing:	



# CONTACT PAGE

**TO BE COMPLETED BY CCCC**

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

Funding Source(s): \_\_\_\_\_

Project Title: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_

**College President** (or authorized Designee)

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

**Responsible Administrator** (Appropriate Program Area)

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

**Project Director**

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

**Business Officer**

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

**Application/Grant Writer**

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.

<p>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: ____ _____ _____ _____</p>
<p>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: ____ _____ _____ _____</p>
<p>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: ____ _____ _____ _____</p>

**Application Consortium Data Sheet (Continued) RFA Number: 17-055**

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

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

**Application Abstract** (narrative form)

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

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

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

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

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

### **Objectives**

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

### **Procedures/Activities**

List each major procedure/activity associated with an objective and what has to be done to accomplish the objective. Ideally this column should contain between 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: 12/15/03 to 3/7/04.*

### **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)





# Crossover Chart

*Expenditure by Object Titles (EOT)\**

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

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

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

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 than one year) (i.e., office, library, medical, food periodicals, magazines, pictures, maps computer software)</i>

5000	Other Operating Expenses and Services	5000	Other Operating Expenses and Services <i>Depreciation, Dues and Memberships, Insurance, Legal, Election and Audit Expenses, Personal and Consultant Services, Postage, Rents, Leases and Repairs, Self-Insurance Claims, Travel and Conference Expenses, Utilities and Housekeeping Services, Other</i>
6000	Capital Outlay	6000	Capital Outlay <i>6400 Equipment (i.e., desk, chairs, vehicles, etc.)</i>
7000	Other Outgo	7000	Other Outgo <i>(7100-7900): Debt Retirement, Interfund Transfers-Out, Other Transfers, Student Financial Aid, Other Payments to/for Student, Reserve for Contingencies</i>

**List Additional Resources**



## APPENDIX C

The following is a list of web site URLs of additional resources that may provide additional background information on the various projects and committees mentioned in the body of the RFA:

### **PROGRAMS AND SERVICES**

California Community Colleges Chancellor's Office  
(<http://www.cccco.edu/>)

CCC Educational Technology Center <https://ccctechcenter.org/>

Foundation for California Community Colleges (FCCC)  
(<http://www.foundationccc.org/>)



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## *Appendix D*

### **Standards, Evaluation Criteria and Best Practices**

Telecommunications and Technology Advisory Committee  
Systemwide Architecture Committee



# APPENDIX D

## STANDARDS, EVALUATION CRITERIA, AND BEST PRACTICES

From the Telecommunications and Technology Advisory Committee  
And Systemwide Architecture Committee

### DEFINITIONS

Key terms and acronyms pertaining to the California Community College environment are explained below.

CalREN	California Research and Educational Network – a network linking CSUs, UCs, CCCs, and some private colleges in California to a common backbone with access to the Internet
CCCCO	California Community Colleges Chancellor's Office
CCCs	California Community Colleges
commonly used	Referring to hardware and software components that are in common use in industry (e.g. having a significant market share) or within the community college system (as identified in the technology survey located on the CISOA website: <a href="http://www.cisoa.org">www.cisoa.org</a> )
CSU	California State University
ERP	Enterprise Resource Planning – administrative information systems used to automate administrative processes and manage record keeping at colleges
feasibility study	A feasibility study is designed to provide an overview of the primary issues related to a technology project. The purpose is to identify any “make or break” issues that would prevent the project from being successful in meeting requirements and goals of the project. In other words, a feasibility study determines whether the technical approach makes sense. A feasibility study will include an evaluation of alternative approaches and rationale why the selected systems were chosen.
project	A human endeavor, involving a team of personnel, plans, actions, and outcomes, which are directed at developing and / or maintaining an <i>information technology</i> based system to achieve a set of goals, within a specified timeline, and within budget
SAC	System – wide Architecture Committee
system	The specific configuration of software, hardware, network components, and associated human processes, which is developed and implemented to support the achievement of project goals
UC	University of California



## Evaluation Criteria

### 1. Feasibility Study

- Has a feasibility study been conducted?
- Have system components been chosen that are consistent with the recommendations of the feasibility study?
- Does the feasibility study recommend project continuation?

### 2. Suitability for systemwide deployment:

- Is the concept scalable for systemwide implementation?
- Is the technical concept easy to implement and support by districts (low cost, use of common technical skills)?
- If appropriate, does the technical approach allow easy integration with commonly-in-use ERP systems and other technologies at CCCs

### 3. Life cycle plan for components

- Do each of the system components (hardware and software) have an expected lifespan (through a support, maintenance, and replacement plan) to meet the requirements and objectives for the project.
- The support plan should break the system down into individual component parts and describe how each of the components (and associated maintenance approaches / service level agreements) supports the system lifecycle.

### 4. Goals versus functionality

- What is the variance between project goals and the performance of the project for the timeframe and phase under consideration (e.g. does the functionality of the system meet project objectives)?
- Use goals from project documentation or as modified, from the project monitor.

### 5. Adherence to published standards

- Do each of the system components meet the minimum level of technical standards specified by SAC?

- Identify and describe variances along with rationale for not adhering to standards.

## **6. Exposure to risk**

- Describe any areas of significant risk exposure for this project.
- Overall technical approach (Leading edge – bleeding edge – obsolete)
- System components (maturity, proprietary, vendor organization stability)
- User interface issues and willingness to adopt
- Schedule
- Budget
- Performance
- Data security
- Recovery from system failure
- Ownership of source code

## **7. Outsourcing**

- Is it more cost-effective to outsource than to develop and / or maintain within the CCC system?
- Should consider both cost savings and other advantages
- Can the CCC system effectively develop and maintain the technical system without outsourcing?
- Consider helpdesk requirements 7x24
- What is the risk to the primary mission of the CCC system if potential outsourcing vendor(s) experience bankruptcy, leave the business, or cutback resources rendering the outsourced system non-functional?
- What phases of the project are appropriate for outsourcing?
- Development versus ongoing (maintenance) projects should use different criteria when examining the outsourcing question.

- 'Bleeding edge' projects may have resource needs that are better served through outsourcing.

## 8. Funding and resource support

- Are the funding and resources adequate to achieve the stated technical goals of the project according to the timeline for the project?
- Consider all phases of the project lifecycle that are funded
- Does the project have a comprehensive Service Level Agreement (SLA) in place with users?

## Standards

1. A technology feasibility study must be conducted before significant project funds are committed to determine the suitability of the selected technical approach (configuration, choice of components, etc.) to meeting the requirements, budget, and timeline constraints of the project.
2. Data transfer
  - A. All applications will include the ability to import and export information (as appropriate) that is stored in databases to known, commonly used formats.
    - Delimited files (comma, tab, fixed length)
    - EDI X.12 (as appropriate)
    - IMS (as appropriate)
    - XML
  - B. The LAN / WAN (linking to CalREN or other Internet access point as appropriate) will provide sufficient bandwidth to manage the volume of expected transactions.
    - If the project has a requirement for a software application that will manage high volume transactions, then the project manager must conduct an evaluation of expected traffic volume (in *transactions per second* or other appropriate measure) and determine bandwidth requirements.

- 
- C. Digital data communications must support all of the following transport mechanisms and protocols:
- Ethernet
  - IP
  - ODBC
3. System (Application, Hardware, Network Operating Systems, etc.)
- A. The system will have capability to be easily ported to other sites (CCCCO, CCCs, or other organizations) for operations and support.
- B. The system will be developed with and maintained using commonly used components and tools.
- C. The choice of system components will meet project objectives and stay within the availability of project funds.
- D. The system will have a support plan that is adequate to meet project objectives for the expected life of the system.
- E. System components will be compatible with the existing and planned CCC information technology environment and infrastructure.
- F. The system will be compatible with existing technology environments at districts and colleges including ERP systems and courseware.
- G. If applicable and appropriate, the project manager must provide the capability to collect data on actual:
- Transactions per second
  - Number of hits to the web portal
  - User dwell time or time spent on line in an application
4. End user compatibility
- A. Software applications will be compatible with the current version and one major version behind of the Microsoft operating system (on user computing platforms).
- B. The data for the presentation of information to users (of Internet browsers) must be conveyed to users in HTML 2.0 format in addition to any other advanced formats that are provided
- C. The system will conform to regulations that are specified by Section 508 of the Rehabilitation Act, Section 11135 of the California Government Code,

and applicable CCCC regulations. Documentation of conformance shall be accomplished using the Voluntary Product Accessibility Template (VPAT) template and process, which can be found at: [http://www.itic.org/archives/articles/20040506/voluntary\\_product\\_accessibility\\_template.php](http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template.php)

5. Databases and DBMS

- A. The project manager must publish a DED, which supports the schema of the database(s) used in the system
- B. The database (schema, data, embedded business rules, data validation rules) will have capability to be easily ported to other commonly used DBMS.
- C. All data contained within a database shall be validated to the data definition in the DED upon entry
- D. The DBMS must be ANSI SQL compliant.
- E. The DBMS must be accessible via ODBC by query, reporting, and development tools.
- F. The DBMS must have security locking down to table and row levels
- G. The DBMS must possess and use native encryption for storing confidential information

6. Query and Report Writing Tools

- A. The query or report writing tool(s) used within the system must
  - have capability to pass ANSI SQL statements to the DBMS or other backend systems
  - be commonly used within the CCC system
  - be ODBC compliant

7. Security

- A. Individually identifiable information and other forms of private data that are handled by the system (storing, accessing and transmitting) must be managed for compliance with Federal, state, and CCCC privacy regulations (such as FERPA and AB1950).
- B. Unencrypted private data will not be transmitted unencrypted.

- C. Access to private data will be managed through secure portals
  - D. Electronic or digital signatures will conform to standards that are developed by the Digital Signature Project, CCCCCO regulations, and applicable legal rulings.
8. System configuration and operating procedures shall be documented in a sufficient manner to allow a community college to install, configure, operate and maintain the system and its functions (even if the system is planned to be outsourced to an application service provider.)
9. Vendor provided systems and components
- A. Vendor provided systems will comply with the same set of standards as above unless SAC recommends deviations.
  - B. Vendor provided systems and components must integrate with the existing infrastructure of the CCC system through the use of common methods, applications, and protocols that exist within the infrastructure.
  - C. Vendors must agree to bonding or some other contractual certification agreement to insure that private data remains secure both within their system and during transport to other linked systems within the CCC infrastructure.
  - D. Vendor provided systems and services must come with a minimum three year maintenance agreement and warranty (unless the life of the system is planned to be less than three years)
  - E. Vendor must provide all hardware and software components necessary for system functionality
10. Deviations
- A. Deviations from these standards may be necessary or advisable but require the approval of SAC.

### **Best Practices**

- 1. Components should be chosen which have a significant market share within industry and / or the community college system.
- 2. Components should be available and supportable in the Community College System considering:

- Capabilities of technical staff at colleges
  - Existing inventories of type components
3. Components should be chosen in which the vendor has implemented an active product improvement program (both from the perspective of an established history of development as well as future plans).
  4. Project managers should solicit broad based input into need evaluation, requirements definition, and implementation process.
  5. Components should be chosen that are not at the end of their natural life cycle where support may be non-existent or weak in following years. The time period for considering support issues should be a minimum of three years after the system is in production or within the planned lifecycle of the system, whichever is longer.

## **Recommended Tools**

The following tools / DBMS are recommended for use in development, operations, and management of systems:

1. Databases
  - MS SQL Server
  - Oracle
2. Server Operating Systems
  - Windows family (NT and later derivatives)
  - Linux
  - Unix
3. Web Servers
  - Apache
  - IIS
  - IPlanet
  - Apache
  - Tomcat
4. Report Writers / environments
  - Crystal Reports
  - SAS

5. Programming Languages
  - Java
  - Visual Basic
  - Pearl
  - PHP
  
5. Programming Environments
  - .Net
  - J2E
  
6. Web Development Tools
  - ColdFusion
  - Dreamweaver
  - Contribute
  - ASP.NET
  
7. Middleware
  - BEA Tuxedo
  
8. Office Applications
  - Microsoft Office products
  
9. ADA Evaluations
  - InFocus
  - AccVerify
  - AccRepair

The development of this list is neither complete nor intended to be all-inclusive. Other options, including open source, may be chosen and used as long as the selected options are in common use.