California Community Colleges Chancellor’s Office

Divisions of Educational Services and Workforce and Digital Futures

Request for Applications (RFA)

Program

California Virtual Campus - Online Education Initiative (CVC-OEI)

RFA Specification Number

18-073

Program and Funding Fiscal Year

Program FY 2018-19

Funding FY 2018-19

Funding Source

Proposition 98 General Fund

Application Deadline

Applications must be received at the Chancellor’s Office by: **5:00 p.m. PST on Monday, May 28, 2018.**

Questions Deadline

Written questions concerning the specifications in this Request for Applications must be submitted by email to [elarson@cccco.edu](mailto:elarson@cccco.edu) AND [rgrant@cccco.edu](mailto:rgrant@cccco.edu) by **5:00 p.m. PST on Tuesday, April 10, 2018.**

Application Workshops/Webinar

The Chancellor’s Office is conducting a Technical Assistance Webinar to assist applicants with technical questions regarding this RFA on **Tuesday,** **April 24, 2018 from 11:00 AM – 12:00 Noon**. Please see page 12 for details and registration information.

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# RFA Specifications

**RFA Specification Number:** 18-073

**RFA Title:** California Virtual Campus (CVC)/Online Education Initiative (OEI)

**Program Divisions:** Educational Services and Workforce & Digital Futures

**Division Executive Vice Chancellors:** Laura Hope and Van Ton-Quinlivan

**Division Vice Chancellors:** Alice Perez and Catherine Kendall

**Division Deans:** LeBaron Woodyard and Gary Adams

**Program Staff Contacts:** Erin Larson and Russell Grant

**Funding Period:** July 17, 2018 – June 30, 2019 (Based on project performance, possible renewals of up to four years for a total five-year funding commitment).

**Funding Source:** Proposition 98 – General Funds

**Total Funding Available:** $20,000,000 (pending State budget approval)

**Required Match:** No match required

**Eligible Applicants:** California Community Colleges within a California Community College District, single or multi-college districts, or entities operating under a Joint Power of Authorities

**Maximum Award Amount:** Up to $20,000,000 with potentially four annual renewals

**Performance Period**: July 17, 2018 – June 30, 2019

**Number of Awards**: One (1)

# A. Introduction

The California Community College Chancellor’s Office (CCCCO) is announcing the availability of $20,000,000 in Proposition 98 funds for the implementation of the newly combined California Virtual Campus - Online Education Initiative (CVC-OEI) program. This Request for Application (RFA) combines the existing California Virtual Campus with the existing Online Education Initiative to create a new combined project. This grant opportunity will assist colleges in developing a robust and seamless online experience for California community college students in order to provide more opportunities to complete their education goals. The CVC-OEI is a coordinated effort to assist colleges in creating and delivering quality online education and improving the infrastructure for sharing students, courses, programs, services, and data between colleges.

This Request for Application (RFA) is not connected to the fully Online College that is proposed in the Governor’s 2018-19 California Budget Proposal to the California State Legislature. That is a separate proposal that at the release of this RFA is being discussed through the California Legislative Budget process. While they are distinct projects focused on different audiences, if funded and implemented the fully Online College may benefit from technology and policy accomplishments of the CVC-OEI in the future.

The CVC-OEI grantee will be responsible for working with the CCCCO and constituent groups to address online education program and policy development and/or changes, as well as developing and deploying the processes for quality online instruction implementation strategies for the 114 California community college and 72 districts. The award recipient will be responsible solely for the maintenance, needs and expansion of the program from the existing Online Education Initiative (OEI). The grantee will also be required to ensure to the extent possible, program continuity with minimal overhead and utilize existing statewide products and services in program deployment.

This RFA contains general instructions, procedures, formats and timelines for submitting project applications to the CCCCO.

Applications must be submitted using the format and sequence described in these instructions and address the Request for Applications (RFA) Specification for the project.

## Strategic Vision and Guided Pathways

Applicants of this RFA #18-073 are encouraged to align their responses with CCCCO’s Strategic Vision and the Guided Pathways Initiatives.

### California Community Colleges Vision for Success

In May 2017, the Board of Governors adopted the “Vision for Success”. The CVC-OEI project needs to demonstrate how it will contribute to the “Vision for Success”.

A focus of this project is to accelerate the pace of improvement with statewide goals identified in the “Vision for Success”:

* Increase the number of students acquiring associate degrees, credentials, certificates or skills building for in-demand jobs by 20 percent.
* Increase the number of students transferring to UC or CSU by 35 percent.
* Increase the percentage of CTE students reporting employment in their field of study to 69 percent.
* Decrease the average number of units accumulated by CCC students earning associate degrees to 79 total units.
* Reduce equity gaps across all of the above measures among underrepresented groups by 40 percent within five years and fully closing achievement gaps within 10 years.
* Reduce regional achievement gaps across all of the above measures among colleges located in regions with the lowest education attainment of adults, with the ultimate goal of fully closing regional achievement gaps within 10 years.

### Guided Pathways Initiative

The California Community Colleges Board of Governors have adopted the Guided Pathways framework to help improve student outcomes. The four pillars of the Guided Pathways framework are:

* Create clear curricular pathways to employment and further education.
* Help students choose and enter their pathway.
* Help students stay on their path
* Ensure that learning is happening with intentional outcomes.

Applicants should utilize the Guided Pathways framework to integrate diverse initiatives and reforms underway to expand course availability through technology and improve student outcomes.

## Online Education Initiative (OEI)

With the legislative intent to expand the delivery of courses with technology, the 2013-14 budget allocated $16.91M and ongoing annual funding of $10M up to four years for the first iteration of the Online Education Initiative (OEI). Work began in early 2014 in conjunction with the technology-related projects supported by the California Community Colleges Technology Center. The governance structure guiding the OEI included an advisory committee and consortium of twenty-four colleges participating in the initial pilot. The focus of OEI’s efforts was to provide resources to colleges to create and seamlessly deliver quality online education that promotes student success. A major component of the effort was the Online Course Exchange where students close to completing their education could find and enroll in courses they needed that were not available at their home college. This would include those courses that were part of an Associate Degree for Transfer, were in high demand and filled the fastest. However, building the necessary shared OEI infrastructure between colleges encountered policy and technological barriers. Considerable effort and focus was devoted to resolving these issues.

To date, the OEI has fostered a grassroots collaboration among colleges through the OEI consortium and advisory committee structure. Participating colleges receive guidance and support for the implementation of distance education tools, and in turn provide valuable feedback for improving the delivery of online education. The OEI created a consortium agreement that laid the foundation for the seamless technological infrastructure and coordination for data sharing. For faculty, the OEI supports the development of quality courses with the online course rubric, accessibility support, and access to open education resources. For students, the OEI also coordinated articulation and policy agreements facilitating student participation, enrollment and degree completion.

Technologically, OEI leveraged existing projects and initiatives such as CCCApply and @ONE. OEI also sponsors a Canvas course management system (CMS) for all community colleges willing to adopt it as its sole course management system. Effective March 2018 all of the 114 colleges in the System either will or made a commitment to deploy the CMS. Through the Online Course Exchange, students experience a unique online ecosystem that includes high quality online courses and support services that encourage student success (NetTutor for tutoring, Proctorio for proctoring, VeriCite for plagiarism detection, ConexED for counseling, and SmarterMeasure for the student readiness assessment).

## The Course Exchange (CE)

After four years of development, the OEI Course Exchange launched in Spring 2017 with five colleges. The primary focus of the Course Exchange is to provide a pathway for students to register for and complete coursework at participating colleges without having to matriculate multiple times. The first offerings supported students attempting to complete ADT coursework for matriculation to the CSU and UC systems. Currently, the Course Exchange includes six colleges offering 10.67 course sections per college. Seventeen more colleges are in the process of offering courses in the Course Exchange.

## The California Virtual Campus (CVC)

Originally founded in 1998 for $2.9 million the CVC has been revised several times in budget and scope over the last 20 years. Currently, the California Virtual Campus provides complete, timely, and accurate information about online courses and programs in all California higher education, and provides links to resources that support students as they navigate through the complex world of distance education in California. The existing CVC operates to maintain core services and relationships that support and enable distance education information about California colleges for all students.

It is the intent of this RFA to rebrand the OEI as the CVC-OEI and significantly recast the CVC-OEI as a one-stop online portal for all students at the 114 colleges. A primary focus to enable students to find and enroll in courses in the Systemwide Online Course Exchange, that have the highest demand, fill quickly, and are prerequisites for many different degrees.

The rebranded CVC-OEI will assist colleges in the development of collaborative programs offered by two or more colleges in regions unable to create and sustain academic programs due to a lack of faculty and/or students.

With much of the foundational infrastructure and student services in place, efforts to refine and expand the Online Course Exchange are the next steps. Primary consideration include increasing the number of courses available (to include integration of basic skills and CTE courses with C-ID designations) and students (such as skills-builders, or through targeted marketing and perhaps resolving out-of-state student participation). This cannot happen without first increasing the number of colleges participating in the CVC-OEI and the number of course sections in the Online Course Exchange. Ultimately, the collection of courses available in the Online Course Exchange must expand and lead to online guided pathways (offering online degrees, courses in TMC and MC, credit by exam).

# B. Objectives

The following objectives are the minimum requirements to include in the CVC-OEI work plan (Appendix A). Additional project objectives and activities needed to satisfy the applicant’s proposal may be included.

1. Identify and remove barriers to the success of the CVC-OEI through effective governance structures. Strategies may include, but are not limited to, coordination of administrative agreements, policy and statutory changes, successful coordination of technology projects and working with representative advisory group(s) developed in consultation with the Chancellor’s Office.
2. Revise and restructure the CVC.edu website to reflect the resources of the existing OEI website, <http://ccconlineed.org/>, including a transition from activities of the old CVC to the newly rebranded CVC-OEI. Transform the focus of the website and the CVC-OEI to be “forward facing” to existing California community colleges, students who want to enroll in a needed course and cannot access it locally. In 2016-17, over 860,000 students enrolled in at least one distance education course. The revised website should target these students for services.
3. Identify and describe the selection criteria for “teaching colleges” as well as their roles and responsibilities when they are offering courses in the Online Course Exchange.
4. Identify and describe the criteria for standard agreement language for “home colleges”. All 114 colleges of the CCC System are eligible to participate as “home colleges”.
5. Increase the number of colleges with courses in the Online Course Exchange

Targets:

* Fully launch from 23 – 50 colleges in the Online Course Exchange by Fall 2018.
* Engage in outreach and marketing to attract colleges and provide individual management support for guiding colleges through implementation.

1. Expand the Online Course Exchange

Targets:

* Streamline the approval process for inclusion of quality courses to no more than 30 days by Fall term 2018.
* Depending on the number of colleges in the Online Course Exchange make available to students course sections per term in the Online Course Exchange based on the following time table:

|  |  |  |  |
| --- | --- | --- | --- |
| Time period | # of Sections for 23 colleges | # of Sections for 50 colleges | # of Sections for 75 colleges |
| Fall 2018 | 300 | 600 |  |
| Fall 2019 |  | 1,200 | 1,500 |
| Fall 2020 |  |  | 2,250 |
| Fall 2021 |  |  | 3,500 |
| Fall 2022 |  |  | 5,000 |

* In each course section offered through the CVC-OEI make 20 seats available to participating students from other colleges by Fall term 2018.
* Identify 100% online Certificates of Achievement that can be completed through the CVC-OEI based on the following time table (this will require collaboration with the Academic Senate for California Community Colleges (ASCCC) to establish a comprehensive C-ID construct for Career Education courses):

|  |  |  |
| --- | --- | --- |
| Time period | # of Certificates of Achievement for 50 colleges | # of Certificates of Achievement for 75 colleges |
| Fall 2019 | 50 | 75 |
| Fall 2020 |  | 100 |
| Fall 2021 |  | 150 |
| Fall 2022 |  | 200 |

* Identify 100% online Associate Degrees for Transfer (ADT) degree pathways that can be completed through the Online Course Exchange based on the following time table:

|  |  |  |
| --- | --- | --- |
| Time period | # of Associate Degrees for Transfer for 50 colleges | # of Associate Degrees for Transfer for 75 colleges |
| Fall 2019 | 50 | 75 |
| Fall 2020 |  | 100 |
| Fall 2021 |  | 150 |
| Fall 2022 |  | 200 |

1. Develop and deliver a comprehensive marketing plan to inform and enroll students about and in the CVC-OEI and online pathways for ADT degrees and Certificates of Achievements by Fall Term 2018.

Target:

* Conduct outreach to 100,000 equity students in monitored groups as specified in the California Code of Regulations title 5, section 53004(b) to enroll in courses in the Online Course Exchange.

1. Using multiple strategies and methods, increase student success in all online courses and programs.

Targets:

* Identify and address the academic needs of regional achievement and student equity gaps
* Identify and address the needs of Basic Skills students
* Identify and address the needs of Credit By Exam students who wish to acquire course credit through an online process

1. Ensure the student experience is streamlined, consistent and automated to the greatest extent possible.

Targets:

* Provide online student support tools and services, including but not limited to, advisement, online course orientation, assessment, tutoring and proctoring.
* Ensure that procedures and processes for registration and enrollment, placement and financial aid are in compliance with federal and state statutes and regulations and designed to meet the needs of CCC students.
* Comply with the Americans with Disabilities Act statute and regulations as well as section 504 of the Rehabilitation Act and provide the accommodations necessary for disabled students to participate in the Online Course Exchange
* Explore new ways to support a geographically diverse student body.

1. Coordinate with the existing California community colleges technology programs and infrastructure for a comprehensive online ecosystem (CCCApply, Education Planning Initiative, Common Course Identification (C-ID), and associated student services tools)

Targets:

* Engage all colleges in CVC-OEI,
* Provide training and support to implement the uniform common Course Management System (CMS),
* Collaborate with colleges in a user friendly, integrated, web-based presence for communication, support and program activities, and
* Ensure robust data transfer; reporting features and functionality.

1. Provide an organizational change management strategy and plan.

Targets:

* Outline how district or college will assume full cost of the technology platform if contributions to the CE as per schedule are not met
* Provide a 3-month operational transition plan and timeline from current grantee, contracts and subcontracts
* Facilitate and lead strategic planning meetings with CCCCO no later than November 30 for midyear reporting and April 30 for Fiscal Year work plans to maintain a living product roadmap and release plan.

# C. Out-of-Scope – Flexible Learning Options for Workers (FLOW) and Fully Online College

This OEI/CVC RFA is fiscally and programmatically independent from the Flexible Learning Options for Workers (FLOW) and the Governor’s proposed fully Online Community College. This RFA does not duplicate the proposed need, operation, and goals of the Fully Online College. The focus of this RFA is to extend the offering of online courses and programs at the existing 114 community colleges in California.

# D. Eligibility

Qualified Applicants/Fiscal Agents include a California Community College, a California Community College District, or an entity operating under a Joint Powers Authority. Applicants may propose but are not limited to one of the following partnership models:

* Single college/district develops RFA response and bids as a single college or district responsible for CVC-OEI objectives.
* Two colleges/districts develop the RFA response and clearly define the roles and responsibilities required to satisfy the CVC-OEI objectives.
* Multiple colleges/districts develop the RFA response and clearly define the roles and responsibilities required to satisfy the CVC-OEI objectives.

The CCCCO reserves the right to make the final selection of the projects. This RFA may be reissued until all funds are allocated.

# E. Category for Which Funding Is Available

The Chancellor’s Office retains sole discretion in the awarding of this grant.

# F. Application Clarification

If any ambiguity, conflict, discrepancy, omission, or other error in this RFA is discovered, immediately notify the Chancellor’s Office 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 application and will be posted on Chancellor's Office website. The Chancellor’s Office shall not be responsible for failure of an applicant not having the most current information.

The contacts for this application is Erin Larson, phone (916) 327-0067 or by email at [**elarson@cccco.edu**](mailto:elarson@cccco.edu) and Russell Grant, (916) 323-5954 or by email at [**rgrant@cccco.edu**](mailto:rgrant@cccco.edu).

# G. Application Format and Instructions

The following instructions prescribe the format and sequence for the development and presentation of the application. All questions must be answered and all requested data must be supplied. All narrative portions of the application should be in 12 point, Arial font, single spaced, and with minimum 1” margins. A single application cover page may be included.

## 1. Table of Contents

The Table of Contents should be on a separate page, with each component of the application’s narrative listed and page numbers indicated.

## 2. Need (Statement of Problem) – Limit to two (2) pages 10 Points

In a narrative format, concisely and clearly describe the problem addressed by the CVC-OEI. Include a description of the problem, scope and, scope exclusions, and target group(s) to be served

## 3. Response to the Need – Limit to five (6) pages 15 Points

In a narrative format, address the applicant’s response to the need for the CVC-OEI. Describe how this proposal will develop, enhance, improve, or expand the existing OEI efforts.

1. Describe the applicant’s current practices with regard to online education.
2. Identify key strategies and implementation benchmarks for evaluating progress and efforts to implement the CVC-OEI
3. Describe how the applicant will leverage existing resources and funds to implement OEI
4. Provide warrantees that the applicant’s current organization, policies and protocols will enable them to successfully meet the expectations of the Education Technology standards and controls as outlined in Appendix D and E. Describe any standards and control requirements that cannot be immediately met, and describe the approach and timeline required to resolve deficiencies.
5. Outline assumptions about the existing OEI technology platform(s) and services how they will or will not be leveraged to fulfill objectives and outcomes. Current to future-state architectural diagrams may be included.

## 4. Workplan – (Use forms in Appendix A) 40 Points

The program workplan has three components. Applications must clearly address all three components which are scored individually.

1. Workplan - Objectives: 15 Points  
   Minimum required objectives should be itemized, numbered, and stated in measurable terms in the workplan.
2. Workplan – Activities: 10 Points  
   The objectives should be linked to activities, timelines, and named accountable and responsible person(s).
3. Workplan – Performance Outcomes: 15 Points  
   The performance outcomes for each objective must be specific, quantifiably measurable, actionable, realistic, and time bound.

## 5. Program Management – Limit to three (3) pages 15 Points

1. Describe the applicant’s capabilities in, and knowledge of, successfully conducting and administering state funded projects. Describe the applicant’s ability to collect and report financial and project performance data as required.
2. Identify experienced and program related administration and support staff with sufficient time allocated to ensure success for the CVC-OEI. Please provide CV or resume for all Staff in key leadership and management positions.
3. Provide examples of online education efforts that the applicant has successfully implemented which are similar to the proposed CVC-OEI.
4. Provide an organizational chart with named resources, allocation % for the CVC-OEI.
5. Using the form in Appendix A, complete a RACI matrix to outline roles and responsibilities and decision authority relative to program activities, milestones, deliverables and outcomes.

## 6. Application Budget Summary and Detail – (Use forms in Appendix A) - 10 Points

1. Complete the Application Budget Summary and Detail Sheets. When entering dollar amounts, round off to the nearest dollar. **Do not type cents**.
2. To substantiate the Application Budget Summary, submit a **Budget Detail Sheet** for each funding source. The Budget Detail Sheet lists the cost breakdown of each budget classification amount requested. Indicate specific rates and amounts attributed to requested grant funds.
3. The indirect administrative costs (overhead) for the CVC-OEI will be 4% of the total direct costs (line 8 of the application Budget Summary). Use the following formula to determine indirect costs:

Total grant - (total grant/1.xx) = indirect administrative costs. Example (using 4%): $100,000/1.04 = $96,154 (direct costs)

$400,000 = $384,616 (direct costs) + $3,846 (indirect costs)

1. Failure to provide complete budget information in the format required may result in applications not being reviewed for funding consideration.
2. The district/college **Chief Business Officer’s signature is required** on the Application Budget Summary (any color ink but black)**.**
3. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. Travel is capped at 2% of the total grant amount less administration and technology costs (fixed & variable). List travel purpose and estimated cost.
4. Contingency as 2% of the total RFA should be added at the bottom of the budget sheet, with explanation

**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.

## Overall Feasibility of the Project 10 Points

The reviewers will be making a judgment as to whether the project is realistically capable of attaining the required and proposed outcomes. Additionally, the reviewers will assess the Applicants response warranting current capabilities to meet the required Education Technology standards and controls as outlined in Appendix D and E.

**Note:** This section is for readers only and will be determined by what is written in other sections of the application (i.e., narrative, workplan, budget, anticipated outcomes, etc.).

## 8. Application Procedure

Submit four (4) hard copies of the application including required forms (Appendix A) with original signatures (any color ink but black). 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 specified in the Request for Application.

Required submission includes both (a) and (b) below:

1. Mail or deliver four (4) hard copies of the applications to:

**Chancellor's Office, California Community Colleges  
Academic Affairs Division  
1102 Q Street, Suite 4600  
Sacramento, CA 95811-6539  
Attn: Erin Larson**

1. Submit an electronic copy of the entire application in a PDF format via electronic mail (email) to BOTH Erin Larson at [**elarson@cccco.edu**](mailto:elarson@cccco.edu) **AND** Russell Grant at [**rgrant@cccco.edu**](mailto:rgrant@cccco.edu).

**Four (4) hard copies AND the PDF of the application must be received in the Chancellor's Office by 5:00 p.m. PST on Monday, May 28, 2018.**

**Note:** The Chancellor's Office is not liable for any cost incurred by Applicant, and it is up to the Applicant to arrange for proof of delivery or tracking documentation.

# H. Application Technical Assistance Webinar

To assist colleges with technical questions about this Request for Application the Chancellor’s Office’s will be conducting an online webinar on Tuesday, April 24, 2018 from 11:00 AM – 12:00 Noon. The dial in and login information is below:

**Meeting Details**  
Title: California Virtual Campus - Online Education Initiative 2018-19 RFA  
Meeting Type: Webinars  
Meeting Link: <http://cccconfer.org/GoToMeeting?SeriesID=77481df2-d64f-4b9d-8f20-b2a95e958496>  
Meeting Passcode: **145695**  
Start Time 04/24/2018 11:00 AM  
End Time 04/24/2018 12:00 PM

[Is Your Computer Ready?](https://www.cccconfer.org/support/Readiness)  
[How to Connect with Your Mobile Device](https://www.cccconfer.org/training/recordedTraining/MobileConnect)

Dial your telephone conference line: 1-913-312-3202\*  
**Participant Passcode: 145695**   
\*Toll free number available: 1-888-886-3951  
**Participant Conference Feature**  
\*6 - Mute/unmute your line  
  
**FOR ASSISTANCE**  
CCC Confer Tech Support - Monday - Friday between 8:00 am - 4:00 pm  
Phone: 1-760-744-1150 ext. 1537 or 1554  
Email: [clientservices@cccconfer.org](mailto:clientservices@cccconfer.org)

# I. Rejection of Application

The Chancellor’s Office reserves the right to reject any and all applications received. An application **shall** be automatically rejected if one or both of the following occurs:

1. The application is received at the Chancellor’s Office **later** than 5:00 p.m. PST on **Monday, May 28, 2018.** Postmarks will not be accepted.

**Note**: If delivery is late due to commercial carrier, district must provide documentation verifying specified delivery date and time.

1. The application is incomplete or fails to meet the requirements or specifications outlined within the RFA.

# J. Rubric/Scoring Criteria

If selected, CVC-OEI applications will be recommended to the Board of Governors (BOG) for approval. The following is the scoring rubric and criteria for this RFA. There is a total of 100 base points for the application.

| Criteria | Value |
| --- | --- |
| Statement of Need | 10 |
| Response to the Need | 15 |
| Workplan – Objectives | 15 |
| Workplan – Procedures Activities | 10 |
| Workplan – Performance Outcomes | 15 |
| Program Management | 15 |
| Budget | 10 |
| Overall Feasibility of the Project | 10 |
| **TOTAL BASE POINTS** | **100** |

The following are the descriptions of the ranges on how each application will be measured:

**Satisfies all components** (Qualifies to be recommended to the BOG)

Score in maximum range: 70 – 100 Points

The application provides in-depth evidence of abilities defined by the specification, provides specific descriptions of how the requirements will be accomplished, and provides clear, detailed illustrations of a successful CVC-OEIs. Applications in this range could be awarded,, in part or in whole.

**Satisfies few or no components** (Does not qualify to be recommended to the BOG)

Score in minimum range: Less than 70 Points

The application lacks the requirements defined within the application specification. Areas of the application lack description, or the response is significantly deficient concerning the application requirements. Applications in this range will not be awarded.

# K. Notification of Intent to Award

A master list of the scoring results for each of the RFA specifications will be posted on the agency's website along with notification of intent to award those grants listed as "Funded." The notice will be posted for at least 10 business days. If appeals are filed during this period, the grants affected will not be awarded until the appeal is resolved. Final approval of a grant is contingent on the signature of the appropriate official representing the grantee and the Executive Vice Chancellor or his/her designee.

District Superintendent/Chancellors and college presidents will be notified of the intent to award if their application is selected on Friday December 16, 2016. Public notification of selected pilot programs will be posted on the Chancellor’s Office website.

# L. Grant Appeal Procedures

An applicant may file an appeal of the proposed grant awards. The appeal must be in writing and be signed by the college president or designee. The appeal must be filed within 10 business days after the date notice of intent to award is posted. Appeals must be filed with the Vice Chancellor(s) of the division(s) responsible for funding the project (as identified in the RFA). The appeal must specify the grounds of appeal and must be based on the process and/or procedures used in the review and recommendation of applications for awards. The Vice Chancellor(s) shall review all the information submitted with the appeal, consult with the Legal Affairs Division where necessary, and render a decision within 30 calendar days of the date of receipt of the appeal. The decision of the Vice Chancellor(s) is final.

# M. Grants Calendar of Dates for this RFA

| DATE | MILESTONE |
| --- | --- |
| March 8, 2018 | RFA distributed |
| April 10, 2018 | Written questions concerning the specifications in this RFA must be submitted by email to BOTH [elarson@cccco.edu](mailto:elarson@cccco.edu) AND [rgrant@cccco.edu](mailto:rgrant@cccco.edue) by 5:00PM PST |
| April 24, 2018 | RFA Q & A Webinar (CCC Confer-*Meet and Confer*) from  11:00 AM – 12:00 Noon |
| May 28, 2018 | Deadline for RFA submission (90 days) |
| May 31-June1, 2018 | Reading of Applications (depending on how many received) |
| June 4, 2018 | Notice of Intent to Award and Begin 10-Working Day Appeal for NOI |
| June 15, 2018 | Appeal deadline |
| July 16, 2018 | Board of Governors (BOG) Intent to Award |
| July 17, 2018 | Grant performance period begins |

# Appendix A: Grant Application Forms and Instructions

1. Contact Page A-2

2. Application Workplan Instructions A-3

3. Application Annual Workplan A-4

4. Application Budget Summary A-5

5. Application Budget Detail A-6

6. Application Budget Detail Guide A-7

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| Image result for cccco logoCalifornia Community Colleges  Chancellor’s Office | | | **DISTRICT:** | | | | |  | |
| **COLLEGE:** | | | | |  | |
| **RFA SPECIFICATION #:** | | | | | **18-073** | |
| **CONTACT PAGE** | | **TO BE COMPLETED BY CCCCO** | | | | | | | |
| Grant Agreement No: | | | **18-073-** | | | | |
| Proposal ID No: | | |  | | | | |
| Funding Status: | | |  | | | | |
| Fiscal Year: | | |  | | | | |
| **Funding Source(s):** | Proposition 98 General Fund | | | | | | | | |
| **Project Title:** | California Virtual Campus - Online Education Initiative (CVC-OEI) | | | | | | | | |
| **Institution:** |  | | | | | | | | |
| **Address:** |  | | | | | | | | |
| **City:** |  | | | **State:** | | **CA** | **Zip +4:** | |  |

**District Superintendent/President (or authorized Designee)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | Title: |  | |
| Phone: |  | Fax: | Email Address: | |  |

**College/President (or authorized Designee)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | Title: |  | |
| Phone: |  | Fax: | Email Address: | |  |

**Responsible Administrator (or authorized Designee)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | Title: |  | |
| Phone: |  | Fax: | Email Address: | |  |

**Project Director**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | Title: |  | |
| Phone: |  | Fax: | Email Address: | |  |

**Business Officer (or authorized Designee)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | Title: |  | |
| Phone: |  | Fax: | Email Address: | |  |
| **Or Person Responsible for Budget Certification** | | | | | |
| Name: |  | | Title: |  | |
| Phone: |  | Fax: | Email Address: | |  |

**Academic Senate (or authorized Designee)**

|  |  |  |  |  |  |
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| Name: |  | | Title: |  | |
| Phone: |  | Fax: | Email Address: | |  |

## APPLICATION WORKPLAN INSTRUCTIONS

The workplan is the statement of work for the proposed project for the California Virtual Campus - Online Education Initiative. The form outlines the project’s objectives, activities, outcomes, timelines, and responsible individuals. The workplan also serves as the major foundation for linking the various pieces of the proposal. Thus, it is important that objectives of the workplan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

### OBJECTIVES SECTION

Project objectives should be based on the scope of the proposed project while remaining consistent with the Minimum Required Objectives Identified in the RFA. The applicant must address these objectives for the project. Additional project objectives may be added. Objectives must be itemized, Specific, Measurable, Actionable, Realistic, and Timebound (SMART). The project objectives must be stated in measurable terms, must reflect the basis for measurement, and be performance-based.

List one objective per form, along with corresponding activities, measurable outcomes, timelines, and responsible individuals. Label the objectives in sequential order: Objective #1.0 at the top of page one; Objective #2.0 at the top of page two, and so forth. Additional pages of the form will be needed to address all project objectives.

### ACTIVITIES SECTION

Project activities are the tasks that need to be completed in order to achieve the project objectives. Activities and tasks are the basic steps that need to be taken to implement the project and to achieve results. Objectives and Activities should naturally link to outcomes. Major activities and tasks should be outlined in the activities section of the workplan for each objective. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

### MEASURABLE OUTCOMES SECTION

Following the SMART objective structure, Each objective should result in measurable outcomes that clearly link to the objectives and activities. Describe the outcomes in qualitative and quantitative terms. Address any performance outcomes unique to this project that will result from the implementation of the objectives and activities listed in the workplan.

### TIMELINE SECTION

Provide a calendar of projected completion dates for key activities and major milestones within the project. Target months of completion for project objectives are preferable to specific dates.

On a separate page please include a high level roadmap for the objectives identified in Section B of this RFA, numbers 1-11, for the 5-year duration of the grant from 2018-19 through 2023-24.

### RESPONSIBLE PERSONS SECTION

Identify, by position, the individual(s) responsible for completing key activities, and deliverables, as well as the person(s) accountable for approving. Chancellor’s Office and prospective Grantee and Vendor Partners from other entities should be included.

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| College: |  |
| RFA Specification #: | **18-073-** |

**APPLICATION ANNUAL WORKPLAN**

|  |  |
| --- | --- |
| **OBJECTIVE #** |  |

(BASED ON RFA SPECIFICATION, ONLY ONE OBJECTIVE PER PAGE. DUPLICATE PAGE AS NEEDED)

|  |  |  |  |
| --- | --- | --- | --- |
| **ACTIVITIES** | **MEASURABLE OUTCOMES & Measurement Basis** | **TIMELINE MONTH/YEAR** | **RESPONSIBLE PERSON(S)** |
|  |  |  |  |

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| College: |  |
| RFA Specification #: | **18-073-** |

**APPLICATION BUDGET SUMMARY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Object of Expenditure** | **Classification** | **Line** | **Total**  **Grant Budget** | **Total**  **Apportionment Budget (estimated)** |
| 1000 | Instructional Salaries | **1** |  |  |
| 2000 | Non-instructional Salaries | **2** |  |  |
| 3000 | Employee Benefits | **3** |  |  |
| 4000 | Supplies and Materials | **4** |  |  |
| 5000 | Other Operating Expenses and Services | **5** |  |  |
| 6000 | Capital Outlay | **6** |  |  |
| 7000 | Other Outgo | **7** |  |  |
| **TOTAL DIRECT COSTS** | | **8** |  |  |
| **BUDGET CONTINGENCY** (Contingency as 2% of the total direct cost) | |  |  |  |
| **TOTAL INDIRECT COSTS** (4% of Line 8) | | **9** |  | Not Applicable |
| **TOTAL PROGRAM COSTS** | | **10** |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Contact Email Address: |  | Contact Phone #: |  |

**REQUIRED SIGNATURES**:

|  |  |  |  |
| --- | --- | --- | --- |
| Project Director Name/Title: |  | Date: |  |
| District Chief Business Officer: |  | Date: |  |

**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.**

**\*NOTE:** Grant funding cannot be used for classroom instruction, i.e. instructional salaries. These costs must be paid through apportionment.

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| College: |  |
| RFA Specification #: | **18-073-** |
| Date: |  |

|  |  |  |
| --- | --- | --- |
| **APPLICATION BUDGET DETAIL** | Program Year: |  |
| Source of Funds: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Object of Expenditure** | **Classification** | **Resource, Role, Function, Staffing or Technology Vendor Partner** | | **Budget Expenses** | |
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|  | | | **TOTAL DIRECT COST** | |  | |
|  | | | **TOTAL INDIRECT COST (4% of direct cost)** | |  | |
| **Contingency Assumptions** | | | **Total Contingency** | |  | |
|  | | | **TOTAL FUNDING COST** | |  | |

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| College: |  |
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| Date: |  |

|  |  |  |
| --- | --- | --- |
| **APPLICATION BUDGET DETAIL *GUIDE*** | Program Year: |  |
| Source of Funds: |  |

|  |  |  |
| --- | --- | --- |
| **Object of Expenditure** | **Classification** | **Budget Expenses** |
| 1100 | **Instructional Salaries** *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 1210 | **Supervisors’ Salaries** [[1]](#footnote-2) *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 1230 | **Counselors’ Salaries** *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 1420 | **Project Director** [[2]](#footnote-3) *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 2140 | **Classified Salaries, Non-instructional**(Regular Full-time) *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 2200 | **Instructional Aides’ Salaries** (Regular, Full-time) *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 2340 | **Classified Salaries, Non-instructional** (*Non-Regular Full-time*) *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 2400 | **Instructional Aides’ Salaries** (*Non-Regular, Full-time*) *Name/Classification (Days/hours) x (Daily/hourly rate) = $* |  |
| 3000 | **Employee Benefits** *Name and rate change* |  |
| 4000 | **Supplies and Materials** *List type and costs* |  |
| 5000 | **Other Operating Expenses and Services** *List type and costs, including travel and per diem* **Subcontractors**  *Name (daily/hourly rate)  Identify specific service to be rendered* |  |
| 6000 | **Capital Outlay** *List type and costs* **Equipment** |  |
| 7000 | **Other Outgo** *List type and costs* **Student financial aid Other payments to/for students** |  |
| **TOTAL DIRECT COST** | |  |
| **TOTAL INDIRECT COST (4% of direct cost)** | |  |
| **TOTAL FUNDING COST** | |  |

# Appendix B: Grant Reporting Forms and Instructions

1. Grant Reporting Instructions B-2

2. Activity Report B-3

3. Expenditure Statement B-4

## GRANT REPORTING INSTRUCTIONS

Applicants will be required to provide the following reports to Grant Monitor(s):

**Monthly Status Report Summary Slides** which will be presented to Chancellor’s Office and project team members. Contents must include performance against key activities and milestones with a variance explanation, risks and mitigation strategies, and any action required from the CCCCO.

**Quarterly and Final Report** consists of the following pages that are included within this application:

1. Activity Report and
2. Expenditure Statement.

### REPORTING REQUIREMENTS

* All information reported must be cumulative
* Mail two (2) hard copies of the report to the Project Monitor(s) at:

**California Community Colleges Chancellor's Office**

**Academic Affairs Division**

**C/O: Erin Larson and Russell Grant**

**1102 Q Street, Suite 4600**

**Sacramento, CA 95811-6539**

* Email a copy of the report to: [elarson@cccco.edu](mailto:elarson@cccco.edu) AND [rgrant@cccco.edu](mailto:rgrant@cccco.edu)

**Email subject line: [College Name, Grant Number, Report Title]**

**e.g. Snow Mountain 16-097-045, Qtr1 Report**

* Reports must be received by the Project Monitor on or before the designated due date. If the due date falls on the weekend, the report is due on the following business day.

|  |  |
| --- | --- |
| Due Date | Report |
| By the end of the 2nd week of each month | Monthly Status Summary Slides |
| October 1, 2018 | Quarter 1 |
| January 2, 2019 | Quarter 2 |
| April 1, 2019 | Quarter 3 |
| July 31, 2019 | Final |

Note:

* Failure to timely meet reporting requirements reports may result in withholding of funds, workplan changes and/or cancellation of the grant.
* All products developed as a result of this grant must be made available to the Project Monitor upon request and posted to a web site location to be determined.

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| College: |  |
| RFA Specification #: | **18-073-** |
| Date: |  |

|  |  |  |
| --- | --- | --- |
| **ACTIVITY REPORT** | Q1 Q2 Q3 | Final |

|  |  |  |  |
| --- | --- | --- | --- |
| Contact Name: |  | Contact Phone #: |  |
| Contact Email Address: |  | Contact Fax #: |  |

Note: Must have detail, current status, measurable progress against outcomes/objectives, milestones and deliverables. Risks and mitigation strategy, and forecast for the next quarter.

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| College: |  |
| RFA Specification #: | **18-073-** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **EXPENDITURE STATEMENT** | | | | Quarterly | | Final |
| Contact Name: |  | Contact Phone #: | |  | | |
| Contact Email Address: |  | Contact Fax #: | |  | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Object of Expenditure** | **Classification** | **Line** | **Total**  **Grant Budget** | **Quarter 1**  **Expenditures** | **Quarter 2**  **Expenditures** | **Quarter 3**  **Expenditures** | **FINAL**  **Expenditures** |
| 1000 | Instructional Salaries | **1** |  |  |  |  |  |
| 2000 | Non-instructional Salaries | **2** |  |  |  |  |  |
| 3000 | Employee Benefits | **3** |  |  |  |  |  |
| 4000 | Supplies and Materials | **4** |  |  |  |  |  |
| 5000 | Other Operating Expenses and Services | **5** |  |  |  |  |  |
| 6000 | Capital Outlay | **6** |  |  |  |  |  |
| 7000 | Other Outgo | **7** |  |  |  |  |  |
| **TOTAL DIRECT COSTS** | | **8** |  |  |  |  |  |
| **TOTAL INDIRECT COSTS (4% of Line 8)** | | **9** |  |  |  |  |  |
| **TOTAL PROGRAM COSTS** | | **10** |  |  |  |  |  |

**Information reported must be cumulative**

**REQUIRED SIGNATURES**:

|  |  |  |  |
| --- | --- | --- | --- |
| Project Director Name/Title: |  | Date: |  |
| District Chief Business Officer: |  | Date: |  |

**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.**

**\*NOTE:** Grant funding cannot be used for classroom instruction, i.e. instructional salaries. These costs must be paid through apportionment.

# Appendix C: Legal Terms and Conditions, and Technology Standards Evaluation Criteria and Best Practices

|  |  |  |
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Chancellor's Office, California Community Colleges

**Grant Agreement**

**Article I**

**California Virtual Campus/Online Education Initiative**

**Program-Specific Legal Terms and Conditions**

**Program-Specific Legal Terms and Conditions**

**March 2018**

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the Chancellor's Office, California Community Colleges (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. All payments must be requested via invoice and emailed to [accountspayable@cccco.edu](mailto:accountspayable@cccco.edu). Payment shall be made as follows:

After the Grant Agreement is fully executed, 12 million dollars will be disbursed initially to cover Canvas for the 2018-19 fiscal year. In addition, an advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice.

Grantee may request progress payment(s) up to 50% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.

The Chancellor’s Office will withhold a minimum of 10% of the total amount of this Grant Agreement. A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2019. If the total expenditure of funds by that date is less than the total payments processed, the Chancellor's Office may invoice the Grantee for the excess amount. The final 10% payment plus any remaining funds not previously requested as a progress payment will be paid, upon receipt of an invoice, after review and approval of the Final Performance and Expenditure Reports.

2. Budget Changes

* Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.

Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet." The project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.

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

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

3. Amendments for Time Extension or Augmentations

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

4. Reporting

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

| Report | Due Date |
| --- | --- |
| Quarter 1 Activity Report[[3]](#footnote-4) and Quarter 1 Expenditure Report | October 1, 2018 |
| Quarter 2 Activity Report[[4]](#footnote-5) and Quarter 2 Expenditure Report | January 2, 2019 |
| Quarter 3 Activity Report[[5]](#footnote-6) and Quarter 3 Expenditure Report | April 1, 2019 |
| Final Activity Report[[6]](#footnote-7) and Final Expenditure Report | July 31, 2019 |

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

**Article II**

**Standard Legal Terms and Conditions**

(Effective May 2014)

1. WORK TO BE PERFORMED

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

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

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

2. AMENDMENTS

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

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

3. UNENFORCEABLE PROVISION

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

4. DISPUTE

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

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

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

5. NOTICE

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

6. INTERPRETATION

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

7. PROJECT DIRECTOR AND KEY PERSONNEL

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

8. PROJECT MONITOR

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

9. BUDGET CONCERNS

* 1. 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.

1. 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.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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).
6. 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.)

1. 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.
2. **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 andsupportingdocumentationpertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) yearsafter 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**

1. 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.
2. 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).)
3. 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).)
4. 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.
5. 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.

1. 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.
2. 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.
3. 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.
4. 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.

1. 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:

* 1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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**

1. 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 it 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.
2. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, Subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and Subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will allow Grantee or its subcontractors and Subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

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



1. 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.
2. 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.
3. 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.
4. 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.
5. 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:

* 1. 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.
  2. 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.
  3. 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.

* 1. 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**

* 1. 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.

1. 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 Inter-jurisdictional Exchange agreement has been properly executed.

**22. TERMINATION**

* 1. 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").
  2. 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.
  3. 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.
     1. 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.
     2. 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**

* 1. 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.
  2. 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:

* 1. 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.
  2. 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.
  3. 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**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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:

* 1. 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.
  2. 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.

* 1. 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:

* 1. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
  2. 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.

* 1. 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.

* 1. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

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

Telecommunications and Technology Advisory Committee

Systemwide Architecture Committee

1. 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: [www.cisoa.org](http://www.cisoa.org)) |
| 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 *information technology* 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 |

2. Evaluation Criteria

**A. Feasibility Study**

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

**B. Suitability for systemwide deployment:**

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

**C. Life cycle plan for components**

1. 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.
2. 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.

**D. Goals versus functionality**

1. 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)?
2. Use goals from project documentation or as modified, from the project monitor.

**E. Adherence to published standards**

1. Do each of the system components meet the minimum level of technical standards specified by SAC?
2. Identify and describe variances along with rationale for not adhering to standards.

**F. Exposure to risk**

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

**G. Outsourcing**

1. Is it more cost-effective to outsource than to develop and / or maintain within the CCC system?
2. Should consider both cost savings and other advantages
3. Can the CCC system effectively develop and maintain the technical system without outsourcing?
4. Consider helpdesk requirements 7x24
5. 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?
6. What phases of the project are appropriate for outsourcing?
7. Development versus ongoing (maintenance) projects should use different criteria when examining the outsourcing question.
8. ‘Bleeding edge’ projects may have resource needs that are better served through outsourcing.

**H. Funding and resource support**

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

3. Standards

**A. Feasibility Study**

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.

1. Data Transfer
   * + 1. 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

1. LAN/WAN
   * 1. Linking to CalREN or other Internet access points, 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.

**D. Digital Data**

1. Digital data communications must support all of the following transport mechanisms and protocols:

* + Ethernet
  + IP
  + ODBC

**E. System (Application, Hardware, Network Operating Systems, etc.)**

1. The system will have capability to be easily ported to other sites (CCCCO, CCCs, or other organizations) for operations and support.

2. The system will be developed with and maintained using commonly used components and tools.

3. The choice of system components will meet project objectives and stay within the availability of project funds.

4. The system will have a support plan that is adequate to meet project objectives for the expected life of the system.

5. System components will be compatible with the existing and planned CCC information technology environment and infrastructure.

6. The system will be compatible with existing technology environments at districts and colleges including ERP systems and courseware.

7. 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

**F. End user compatibility**

1. Software applications will be compatible with the current version and one major version behind of the Microsoft operating system (on user computing platforms).

2. 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

3. 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 CCCCO 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>

**G. Databases and DBMS**

1. The project manager must publish a DED, which supports the schema of the database(s) used in the system

2. The database (schema, data, embedded business rules, data validation rules) will have capability to be easily ported to other commonly used DBMS.

3. All data contained within a database shall be validated to the data definition in the DED upon entry

4. The DBMS must be ANSI SQL compliant.

5. The DBMS must be accessible via ODBC by query, reporting, and development tools.

6. The DBMS must have security locking down to table and row levels

7. The DBMS must possess and use native encryption for storing confidential information

**H. Query and Report Writing Tools**

1. 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

**I. Security**

1. 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 CCCCO privacy regulations (such as FERPA and AB1950).

2. Unencrypted private data will not be transmitted unencrypted.

3. Access to private data will be managed through secure portals

4. Electronic or digital signatures will conform to standards that are developed by the Digital Signature Project, CCCCO regulations, and applicable legal rulings.

**J. System Configuration**

1. 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.)

**K. Vendor provided systems and components**

1. Vendor provided systems will comply with the same set of standards as above unless SAC recommends deviations.

2. 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.

3. 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.

4. 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)

5. Vendor must provide all hardware and software components necessary for system functionality

**L. Deviations**

1. Deviations from these standards may be necessary or advisable but require the approval of SAC.

4. Best Practices

**A. Components**

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.

**B. Programming Languages**

* 1. Java
  2. Visual Basic
  3. Pearl
  4. PHP

1. Programming Environments
   1. .Net
   2. J2E
2. **Web Development Tools**
   1. ColdFusion
   2. Dreamweaver
   3. Contribute
   4. ASP.NET
3. **Middleware**
   1. BEA Tuxedo
4. **Office Applications**
   1. Microsoft Office products
5. **ADA Evaluations**
   1. InFocus
   2. AccVerify
   3. 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.

1. Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.) [↑](#footnote-ref-2)
2. This is the person who is directly involved in the day-to-day ongoing activities. [↑](#footnote-ref-3)
3. The activity report must include progress on all objectives identified in Section B of this RFA, numbers 1-11. [↑](#footnote-ref-4)
4. IBID [↑](#footnote-ref-5)
5. IBID [↑](#footnote-ref-6)
6. IBID [↑](#footnote-ref-7)