
**CHANCELLOR'S OFFICE
CALIFORNIA COMMUNITY COLLEGES
ACADEMIC AFFAIRS DIVISION**

**REQUEST FOR APPLICATIONS
FOR MESA NEW GRANT AWARDS**

2017-18 Fiscal/Program Year



**RFA No. 17 – 034 SPECIFICATIONS,
INSTRUCTIONS, TERMS AND CONDITIONS**

FISCAL YEAR: 2017-2018

PROGRAM YEAR: 2017-2018

**APPLICATION DEADLINE: THE APPLICATIONS MUST BE SUBMITTED BY
EMAIL TO THE CHANCELLOR'S OFFICE BY 5:00 PM
FRIDAY, JULY 14, 2017**

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Section I

Introduction and Scope

A. Introduction

The California Community Colleges Chancellor's Office continues to initiate and support student service programs that seek to advance higher educational opportunities for all students and programs and student support services with an emphasis on historically underrepresented students. One exemplary program model that continues to demonstrate a successful educational pathway is the Mathematics, Engineering, Science Achievement (MESA) program. The MESA program model was established in 1970 at Oakland Technical High School. In 1991, the MESA Community College Program (MCCP) was initiated to expand and serve educationally and economically disadvantaged community college students majoring in calculus-based math and science fields.

The community college MESA program majors are in Science, Technology, Engineering, and Math (STEM) fields. Participating MESA students declare a major in STEM with the intent to transfer to four-year institutions with baccalaureate degree goal attainment. The MESA program provides comprehensive academic support services to include: college access and enrollment, student educational planning, academic excellence in math and science courses, graduation, internships and transfer.

The MESA program components consist of: Academic Excellence Workshops that teach collaborative learning techniques that help students to master complex concepts, MESA student orientation, a dedicated study center, career advising and exploration of STEM options, transfer, scholarships and prospective partnerships with student and professional organizations.

This 2017-18 MESA Request for Application process allows for an opportunity to apply for funding for a new or existing community college MESA program. Document the need for a MESA program and the how college plans to launch or maintain a MESA program, demonstrate either past, and/or future planning and alignment with the college Student Success and Support Program (SSSP) and Student Equity Program (SEP) initiatives. We invite you to participate in this MESA application opportunity.

B. Scope

The 2017-18 MESA RFA 17-034 Specification follows.

Section II

California Community Colleges Chancellor's Office

Request for Applications Specification No. 17-034

This Request for Applications (RFA) Specification is for first year funding for a project that can be renewed each of the succeeding two years, to a maximum of three years. Continued funding is contingent upon completion of the approved prior year's objectives and the submittal of a new application. A dollar-for-dollar match is required. Districts/colleges funded under the previous Mathematics, Engineering, Science Achievement, (MESA) grant are eligible to apply.

The MESA program funding is contingent upon the State Budget.

RFA Specification Number:	17-034
RFA Specification Title:	Community College MESA Programs
Division:	Academic Affairs
Program Funding Source:	Fund for Student Success (FSS)
Funding Category:	MESA Program Funding 2017-2018 Program Year
Funding Period:	(with up to two annual renewals)
Maximum Funds Available:	\$70,250
Match Requirement:	100% Match
Number of Awards:	\$70,250 available per college not to exceed total funding of \$2,459,000

Purpose/Use of the Funds

The purpose of these funds is to support the management of community college MESA Programs. MESA Programs provide academic and support services for economically and educationally disadvantaged students majoring in calculus-based fields who seek to transfer to four-year colleges and universities. Community college faculty, staff, business leaders, students and four-year colleges and universities will work collaboratively to achieve the program objectives described in this RFA Application.

All MESA Programs

MESA programs that have previously received funding by the FSS-MESA grant or have been operating as an unfunded program with a California Community Colleges Chancellor's Office (CCCCO) are eligible to receive a maximum of 10 bonus points by providing the following documentation:

1. A description of the MESA program:
 - a. Administrative responsibilities to include: (up to 2 points)
 1. The college process used to ensure the review, submission and reporting of annual CCCCCO MIS data.
 2. The practice used to ensure the timely submission of application renewals, progress and final reports.

- b. For the program years 2014-15 and 2015-16 report the following: (up to 6 points)
1. MESA or ASEM* – the total number of students served.
 2. MESA or ASEM* – the total number of students that transferred annually.
 3. MESA or ASEM* - student demographic data using the MIS Data Dictionary *Student Basic Elements* to include: SB03 Student Birth-Date; SB04 Student Gender; SB29 Student-Multi-Ethnicity.
 4. Describe how Academic Excellence Workshops (required), or similar interventions, have improved student success for MESA and ASEM* students.
 5. Briefly describe the MESA center, e.g. location on campus; space (center) size – it is shared or non-shared space; resources (what other resources, state/federal/private are being leveraged to support the college MESA program or MESA and ASEM* students).
 6. Describe what MESA collaboration, if any, is taking place with other campus programs such as Student Equity, Student Success and Support Program, and/or any other state, federal or local initiatives.
 7. Describe the MESA director position, assignment, i.e. classification and percent effort.
- *Report ASEM student information, if applicable.*
2. Supplementary Resources – describe the District’s efforts to expand the MESA program and/or attract resources from civic, community, foundation, local/global business, federal, private, that have contributed to innovative practices, above and beyond, resources identified in b. 5 above. (up to 2 points)

MESA Program Objectives

The MESA program objectives listed below are achieved with the successful implementation of the 13 MESA components (*MESA components are described beginning on page 5*):

1. Increase the number of economically and educationally disadvantaged students pursuing degrees in mathematics, engineering, science, and technology who are eligible to transfer to a four-year college or university.
2. Implement efficient processes and practices and utilize existing college transfer centers to garner greater MESA student transfers to four-year colleges and universities.
3. Implement strategies to increase the rate at which MESA students are deemed transfer ready in science, technology, engineering, and mathematics (STEM) majors.
4. Improve the academic performance of MESA students.
5. Increase the leadership skills and raise the educational expectations of MESA students.
6. Strengthen relationships with educators, prospective employers in business and industry to establish student internships, scholarships and other career opportunities for MESA students.
7. Establish partnerships with MESA Engineering Programs (MEP), MESA Schools Programs (MSP), California Alliance for Minority Participation, or similar programs in an effort to provide optimum student support services.

8. Implement strategies to collaborate with campus programs such as Student Equity (SB 860) and Student Success and Support Act (SB1456) to leverage additional resources and opportunities for MESA students, and to ensure that MESA is integrated in the campus culture and infrastructure.

MESA Program Components - Procedures/Activities

The Chancellor's Office of the California Community Colleges is authorized by the State of California to fund only community college MESA program applications that follow the 13 MESA components. The following program components were developed collaboratively by the Chancellor's Office of the California Community Colleges and the MESA Statewide Office of the University of California. Topics that must be addressed in the work plan are included for each component.

I. Administrative Component

Provide a detailed description of your plan for managing the MESA Program. At a minimum, the plan must include the following elements:

- 1.1 A full-time director (see Appendix B for Program Director's Job Description) with no other responsibilities outside of directing the MESA Program, is required as part of the district/college match. The director's position is to be a full-time permanent position.
- 1.2 Grant funds may be used to support a clerical position.
- 1.3 A responsible administrator, including a faculty sponsor from the mathematics, science, computer science, or engineering departments.
- 1.4 MESA Director is required to attend two statewide meetings a year. Adequate time and resource allocation to support transportation, lodging, and meal costs for MESA Director to attend two annual statewide meetings:
 - 1.4.1 CCCCO led Fall Statewide Training (1 day meeting)
 - 1.4.2 CCCCO collaboration/UCOP led Spring Advocacy Training and Meetings (2 day meeting)
- 1.5 Appropriate staffing to meet all reporting requirements;
- 1.6 Staff development activities that provide the director and other appropriate staff with a working knowledge of the MESA software program for data collection;
- 1.7 Maintenance of a MESA student file for each current/active student that consists of a MESA application and intake form, a complete *Student Educational Plan* that is designed to minimize the amount of time necessary for students to transfer and complete their degree, contact sheet, and other relevant information. ASEM student files that include program application should also be in place. Aspects of these files (e.g. the complete *Student Educational Plan* or student transcripts) may be maintained electronically.

II. Student Center

Identify the location for the MESA Center and describe the room or rooms, and hours of operation. In addition to space for the MESA Director and MESA counselor office(s), the campus is required to provide a dedicated, multipurpose meeting space for MESA students with at least four square feet of facility per student served. (to serve a minimum of 125 students)

The space is intended to serve as a place for individual quiet time and group study, tutorial services, book and equipment loan activities, computer lab work, general communication center, gathering area/lounge, and a location to house student lockers or adequate space for students to store books and personal items.

The MESA Center should be located in or near the math, engineering, and/or science areas and must be designated for MESA students and be equipped with dedicated computers, if funding permits.

III. Student Clustering

An important element of the MESA model expects that students are clustered together in the same mathematics, engineering, and science classes. In addition, students are clustered together in labs, workshops, and discussion groups that may or may not be linked to specific classes. The campus may choose to cluster MESA students in courses outside of the math and science areas. Describe how students will be grouped in specific courses, provided the college schedule and course offerings permit the clustering of MESA students.

Clustering students in the same classes facilitates the formation of study groups and Academic Excellence Workshops outside the classroom.

IV. Academic Excellence Workshops and/or other High Effective Practices

Describe your plan to offer Academic Excellence Workshops (AEW's) to MESA students. Include information about who will facilitate these workshops, what kind of training will be provided for the facilitators, a description of workshop content, and when the workshops will be offered. Please indicate if workshops will be offered during spring or fall semester. Peer facilitators or upper division/graduate students, whenever possible should lead AEW's. Faculty facilitators may be utilized, but they must be trained in, and follow, the same MESA AEW format. MESA and ASEM students should be encouraged to attend AEW's.

V. Academic Counseling

A designated MESA counselor shall be available to MESA students for a specified number of hours, preferably at the MESA center, with an adequate number of hours to meet the needs of MESA students.

Describe how the academic counseling services accomplish the following:

- Provide each MESA student with a complete *Student Educational Plan* that is designed to minimize the amount of time necessary for students to transfer and complete their degree;

- MESA staff and/or a designated MESA Counselor are required to meet with students at least once each semester to monitor progress and update academic plans;
- MESA staff and/or a designated MESA Counselor schedules MESA students together in classes, labs, and workshops, whenever possible;
- Establish an early alert system that identifies MESA students who are experiencing academic difficulty, and provide effective intervention strategies to ensure that these students succeed;
- Coordinate efforts with the campus Matriculation and Articulation Officers and Transfer Center Directors in order to facilitate community college MESA student transfers to four-year colleges and universities;
- Work with the Director to offer or support the offering of a MESA Orientation Program.

VI. MESA Orientation Program

Describe in detail your plan to develop and offer a MESA Orientation Program. Each center is required to offer an orientation program (this can be accomplished via a series of session/workshops throughout the semester/year one unit per semester or quarter for first year or new students). MESA staff or faculty facilitate the basic elements of the program, inform students of their responsibilities, and create a sense of community among program students. The orientation program/course creates a sense of community among MESA students and with the greater MESA network, cultivates study skills, promotes personal and professional development, provides an overview of technical careers, four-year colleges, and corporations, and encourages timely completion of transfer programs.

VII. Student Support Services

Identify the services and activities that will be beneficial to MESA students and describe how you plan to proceed with the implementation of this component. In your description, include information on responsible staff, timelines, processes, procedures, etc. The following student support services represent standard MESA practices across the state:

- Tutorial services are available in the following areas: mathematics, chemistry, physics, engineering, and computer science. The MESA Director acts as a coordinator who assists students with the information on student study groups and monitors their progress.
- Personal advising is available to assist students with transitional, nonacademic problems that may impact academic performance.
- Assistance is offered to students regarding four-year college and university applications for admission and completion of financial aid forms. Information about scholarships is also made available to students.

- Leadership, and other skills development training is offered both at the local and regional level.
- Staff should encourage family participation in program activities whenever possible.

VIII. Student Outreach and Identification of MESA Participants

Describe your plan for outreach and recruitment. Emphasis should be focused in this area and it is expected that a strong effort will be made to recruit and enroll students who have the lowest eligibility for successful transfer to the university in mathematics, engineering, sciences and computer science. Outreach should include both efforts to recruit students currently enrolled at the community college, as well as to seek out high school seniors from low performing high schools within the college service area.

IX. MESA Campus Council

A campus-wide council will be formed including the MESA director, faculty sponsor, and representatives from the following campus departments: Articulation, Matriculation, Counseling, Tutorial Services, EOPS (Extended Opportunity Programs and Services), and federal programs such as TRIO, Financial Aid, and any others which might effect the success of MESA students. Once a year, preferably in early spring, the group will meet to discuss the progress of the MESA program and MESA students. Input from the participants will assist the director in planning for subsequent semesters or for the renewal process. Other participants can include administrators, industry board members, and student representatives. This is an opportunity to coordinate with program areas such SSSP, SEP and other programs to leverage resources and integrate MESA in the campus community.

X. Professional Development (staff, faculty, workshop facilitators, mentors, student aides)

Describe staff development activities that will be offered to professional level staff involved with the MESA program.

Use the Budget Summary and Budget Detail Sheet forms to list budget requests that support professional development activities. All center directors are required to include budget line items that accommodate travel and lodging for the MESA Director or responsible administrator to attend two MESA statewide meetings in Sacramento. There may be other conferences and workshops that you wish to accommodate in your budget, such as the annual CCAMD retreat and professional development activities.

XI. Student Organizations

Describe strategies that are designed to foster the development of a MESA student club on campus, or other similar student organization. It is highly desirable to establish connections with groups that serve students underrepresented in mathematics, engineering and the sciences, such as SACNAS (Society for the Advancement of Chicanos and Native Americans in Science), SHPE (Society of Hispanic Professional Engineers), NSBE (National Society of Black Engineers), and SWE, (Society of Women Engineers), among many others.

XII. Local Business and Industry Council

Include a plan to establish or maintain a local business and industry council, whenever possible. Members of the council are invited to participate from small and large businesses located near the community college. The council is charged with raising additional funds from sources within the college service area to support the MESA Program. Typically, these funds provide support for enrichment activities that contribute to creating a more comprehensive program for students. Examples of enrichment activities include field trips, award banquets, special summer programs, and funding scholarships or equipment purchases.

XIII. Pro-Active Liaisons with MSP/MEP and similar programs

It is essential that MESA Directors incorporate into the work plan strategies for developing clear lines of communication with local MESA CSU and UC STEM Programs, MESA Engineering Programs (MEP) and MESA K-12 Schools Programs (MSP). Strong linkages with MEP directors and science programs at four-year institutions will facilitate the transfer of MESA students transferring to a four-year college campus.

Evaluation/Performance Outcomes

Each prospective MESA Program is required to produce a tangible and useable MESA Project Application Annual Workplan (use the *Application Annual Workplan* form in the RFA). The MESA program is expected to fulfill the following outcomes:

- Programs must describe an objective, procedures/activities, performance outcomes, timelines and identify the responsible person(s) for each of the 13 MESA program components described in Section II. Describe obstacles or limitations, if any, that may preclude the implementation of any one or more of the 13 MESA component(s).
- Programs must recruit and serve 125 MESA students. Students must declare a calculus-based major in mathematics, engineering, science or technology. MESA programs serving less than the required number of students will jeopardize funding for the program. (Include this information in the Need statement).
- Programs must ensure students meet the MESA Student Eligibility requirements to include the economically and educationally disadvantaged criteria.
- Each student will have a complete *Student Education Plan* that is designed to minimize the amount of time necessary for students to transfer and complete their degree on file with the MESA Director or Counselor.
- The MESA program participates in the CCCCO MIS Data Collection with mandatory reporting which is monitored and evaluated through the California Community College Chancellor's Office.

Legal Terms and Conditions

The legal provisions contained in Articles I and II below will govern the grant applications under this RFA Specification for MESA Grant.

Information

If you have questions or need more information regarding this Grant Application, please contact the Chancellor's Office, Academic Affairs Division. All questions regarding this notice for tentative grant awards should be addressed to the Chancellor's Office, Academic Affairs Division. The CCCCCO State Project Monitor is Debbie Velasquez, dvelasquez@cccco.edu. For questions, contact Debbie Velasquez, Program Liaison, by phone at (916) 323-2768.

Section III

Application Instructions and Evaluation Criteria

A. Intent

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

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

B. RFA Funding Categories

Fund disbursements are allocated for:

- Mathematics, Engineering, Science Achievement (MESA) Program

C. Eligibility

All Community Colleges are eligible to apply. Individual RFA Specification may expand the applicant eligibility pool beyond those of Community College district. (See the RFA Specification for this information.) All applications recommended for approval shall have or obtain approval of the Board of Trustees of the districts.

D. Resource/Reference Materials

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

E. RFA Clarification

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

F. Rejection of Application

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

An application will be rejected prior to scoring if:

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

G. Application Review Process

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

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

1. Conduct a preliminary review of the applications to determine if they are in compliance with the RFA Specification; application format; required signatures; and the number of copies.
2. If the total amount of funds requested by applicants pursuant to any individual RFA Specification could be funded by the amount of funds available thereunder, assemble three readers who may be from within the Chancellor's Office only to score and rank the applications in order of eligibility. Readers shall be from more than one agency division and use the same evaluation criteria that the readers recruited from outside the Chancellor's Office use. All applicants achieving at least 75 points on their application evaluations are eligible for funding.
3. If the total amount of funds requested by applicants pursuant to any individual RFA Specification cannot be funded by the amount of funds available thereunder, assemble three readers from within and outside the Chancellor's Office to score and rank the applications in order of eligibility. All applicants achieving at least 75 points on their application evaluations are eligible for funding. An eligible score of 75 points does not guarantee a grant award. Application scores are ranked in descending order and funds are disbursed in the same manner until all funds are allocated.
4. Prepare and post notice of intent to award grants under each respective RFA Specification. This notice will include the scoring and ranking results of all applications received.

Final notice will be posted on the Chancellor's Office web site at www.cccco.edu on July 31, 2017

5. If there are any funds remaining under any RFA Specification in which grants have been awarded to all of the eligible applicants, the Chancellor's Office may elect to award the remaining funds under the other RFA Specification, as long as the awards are made in accordance with the AF and AFP lists already established thereunder and their purpose is

consistent with the funding source. Staff also reserve the right to issue an addendum to the original RFA that will extend the deadline for the receipt of applications pursuant to any RFA Specification with funds still available.

H. Selection of Grant Readers

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

I. Scoring Criteria

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

Need (Statement of the Problem)	20
Annual Workplan (Objectives)	25
Workplan Procedures/Activities	20
Workplan Performance Outcomes/Evaluation Design	10
Project Management/Institutional Commitment	10
Application Budget Summary	5
Overall Feasibility of the Project	5
Dissemination Plan	5
TOTAL	100
 All MESA Programs eligible - bonus points (up to 10)	 10
TOTAL MAXIMUM POINTS	110

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

Criterion Value	5 PT	10 PT	20 PT	25 PT
Poor	0-1	0-2	0-4	0-5
Below Average	2	3-4	5-8	6-10
Average	3	5-6	9-12	11-15
Above Average	4	7-8	13-16	16-20
Exceptional	5	9-10	17-20	21-25

The criterion values are described below:

Poor

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

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

Below Average

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

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

Average

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

Above Average

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

Exceptional

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

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

J. Notification of Intent to Award Grants

Notifications of intent to award grants will be sent to the respective district superintendents/presidents indicating whether or not the application was approved. Chancellor's Office staff will negotiate the specific scope of work, budget, and timeline for each awarded project. A public notification listing the tentative grant awards will be posted in the Chancellor's Office and Chancellor's Office Web site (www.cccco.edu) for ten (10) days.

Note: All questions regarding this notice for tentative grant awards should be addressed to the Chancellor's Office, Academic Affairs Division. The CCCCO State Project Monitor is Debbie Velasquez, dvelasquez@cccco.edu. For questions, contact Debbie Velasquez, by phone at (916) 323-2768.

K. Grant Protest Procedures

Applicants may file a letter of protest against the award of a grant. The protest must be filed with the Vice Chancellor of the Division identified in the RFA Specification. Protest letters must be mailed to the appropriate Vice Chancellor, Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811, **within ten (10) days from the date of notification**. The

protest must include a full and complete written statement specifying the grounds of protest and must be based on the process and/or procedures used in the review and recommendation of applications for awards. The Vice Chancellor shall review all the information submitted with regard to the protest and render a decision regarding the protest within thirty (30) calendar days. The decision of the Vice Chancellor shall be final.

L. Application Instructions

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

1. Contact Page (*Form provided*)

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

The Application Abstract should concisely summarize the entire application in no more than three pages. Included must be statements on the objectives, procedures, expected contribution or impact on the funding priorities of the RFA Specification and deliverables (products/services/outcomes).

3. Table of Contents

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

4. Need (Statement of Problem)

Maximum Points— 20

(Use a Narrative Format)

Concisely describe the problem being addressed and/or the need for the project and how it addresses the funding priorities listed in the related RFA Specification.

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

- Scope of problem being addressed: local, regional and/or statewide;
- Target group(s) - populations to be served.
- Describe the current STEM population at your college, including gender, ethnicity and numbers/percentages. Explain how you will meet the minimum number of students (125) that will be served during the program year.

5. Annual Workplan

a. Objectives

Maximum Points—25

1. The RFA Specification has identified minimum objectives. The objectives should be linked with the MESA Program Components. The applicant's statement of objectives should be itemized, numbered, and stated in measurable terms. The statement of objectives should be performance driven (quantifiable).
2. All applicants must indicate how the statement of objectives will address the funding priorities and specifications of the RFA. Special attention should be given for improvements in serving underrepresented students.
3. The objectives provide the foundation for developing methodology to be used in addressing the need/problem and are the basis for measuring performance outcomes. The objectives should also be reflected in the annual work plan and be linked with procedures/ activities and performance outcomes of the annual work plan.

6. Workplan Procedures/Activities

Maximum Points—20

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

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

2. Describe the sequence of activities utilizing a timeline with narration. Timelines with monthly objectives are preferable to specific dates. A form is provided to document work plan procedures and activities.

7. Workplan Performance Outcomes/Evaluation Design **Maximum Points—10**

1. Address the Performance Outcomes/Evaluation Design as listed within the RFA Specification.
2. All performance outcomes must be linked with objectives and procedures/activities.
3. Explain how the outcomes will benefit one or more of the following: (1) college; (2) district; (3) regions; and/or (4) state.

4. Each applicant is required to provide an outline of the project evaluation design including, if appropriate, a statement of qualification of a third party evaluator. At a minimum, the evaluation design should include:
 - Identification of objectives/outcomes to be measured (these objectives/outcomes should be the same as listed within the Narrative);
 - How each objective/outcome must be measured and reported (Methodology); and
 - Anticipated findings (Project Outcomes).

8. Project Management/Institutional Commitment **Maximum Points—10**

Project Management

- a. Provide a management plan for operating the project.
- b. Provide an organizational chart for the project.
- c. Show evidence of the commitment of project staff, describing their role and responsibilities and the amount of time they will be devoting to project activities. Provide a description of their prior experience as related to the subject area of this project. (Those who will implement the project should be involved in the planning, if key personnel are to be chosen later, include a complete job description and the duties of such personnel).

Institutional Commitment

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

1. Describe how the proposal is related to the district's vision and strategic planning efforts.
2. Describe how the MESA program will be institutionalized.
3. Indicate Supplementary Resources – describe the district/college efforts to expand or attract resources from civic, community, foundation, business, federal, private, or other resources.

9. Application Budget Summary **Maximum Points—5**

- a. Complete the **Application Budget Summary** (See Crossover Chart, Appendix B, to determine expenditure classifications.) Identify all matching funds. (See RFA Specification for required match and type of match). When entering dollar amounts, round off to the nearest dollar. **Do Not Type in the Cents.**

NOTE: *The purpose of the budget is to indicate whether the project is well planned and reasonable in scope. Technical errors in the budget will not necessarily result*

in a lower score if minor assistance from the Chancellor's Office can correct the error.

Source of Funds (Vary in purpose and must be reported in separate columns)
Identify the Supplementary Resources – describe the district/college efforts to expand or attract resources from civic, community, foundation, business, federal, private, or other resources.

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

b. Employee Benefits

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

c. Expenditures

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

d. Match Requirement

Financial participation by an applicant shall be no less than a dollar-for-dollar match of the total cost of the project.

e. See RFA Specification to determine allowable supervision-administration costs (not directly involved in the day-to-day ongoing activities).

f. Grant funds may not be used for financial aid, scholarships, or student loan purposes. Budget allocations for student support will not be approved without clear explanation of the use of such funds. Stipends are allowed with clear budget detail of student responsibility.

g. The **district chief business officer's signature is required** on the Application Budget Summary (**use blue or red ink**).

h. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. Provide travel purpose and estimated cost.

10. Overall Feasibility of the Project

Maximum Points—5

Prepare a statement as to how the project is realistically capable of attaining the required and proposed outcomes.

11. Dissemination Plan (*Minimum Requirements*)

Maximum Points—5

- a. Prepare a statement of how the institution will disseminate their findings and work products through State and regional conferences including, but not limited to meetings of the Community College League of California, the Academic Senate, the California Community Colleges Association of Occupational Education the Hispanic Association of Colleges and Universities, STEM related conferences, or other annual meetings. Since project directors are not ultimately responsible for the agenda at those conferences, a rating score is not designated for the dissemination plan.
1. Documents, reports, materials or grant products produced as a result of the grant are public documents. Describe how you will distribute grant materials or products to other community colleges, resource libraries, or other organizations. Indicate if you will be using electronic forms of dissemination. The Chancellor's Office Project Monitor must review and approve final products, materials, or documents before dissemination.

13. Application Procedure

- a. The applications must be submitted by Email to the Chancellor's Office by 5:00 pm **Friday, July 14, 2017** to dvelasquez@cccco.edu

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

- b. Email applications to:

Chancellor's Office, California Community Colleges
Academic Affairs Division
Attn: Debbie Velasquez
dvelasquez@cccco.edu

The applications must be received electronically, by email, in the Chancellor's Office by 5:00 p.m. on Friday, July 14, 2017.

- c. The Application Budget Summary page must be signed by the **chief business officer** (or authorized designee). **Please use blue or red ink.**

NOTE: The State is not liable for any cost incurred by applicants prior to the issuance of a grant and receipt of all necessary approvals.

M. Calendar of Key Dates

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

June 16, 2017	Application Release Date
July 14, 2017	Application Due Date
July 20-27, 2017	Reading and Rating of Applications
July 31, 2017	Intent to Award and Notification
August 11, 2017	Last Day to File a Protest
August 21, 2017	Grant Commencement Date
January 31, 2018	Progress Report Due
June 30, 2018	Project Completion Date
July 31, 2018	Final Report Due

Appendix A

Grant Agreement

Article I: Program-Specific Legal Terms and Conditions

Article II: Standard Legal Terms and Conditions

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

Mathematics, Engineering, Science Achievement (MESA) Program

Program-Specific Legal Terms and Conditions

1. Cost and Payments

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

- An advance payment of 60% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that progress reports are submitted pursuant to section 3 of this Article. Payment will be made after review and approval of the progress reports by the Chancellor's Office.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by [Program to enter day]. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Budget changes or amendments involving an extension of time are subject to applicable program limitations, but in no event may any such budget change or amendment 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.

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

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

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

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

3. Reporting

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

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

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

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

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

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

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

2. Amendments

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

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

the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

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

4. Dispute

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

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

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

5. Notice

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

6. Interpretation

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

7. Project Director and Key Personnel

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

8. Project Monitor

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

9. Budget Concerns

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

10. Assignment

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

11. Subcontracts or Subgrants

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

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

12. Audit

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

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

13. Products and Deliverables

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

14. Travel

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

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

15. Standards of Conduct

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

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

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

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

16. Statewide or Regional Projects

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

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

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

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

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

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

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

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



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

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

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

19. Real Property and Equipment

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

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

its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.

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

20. Surveys

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

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the

services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

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

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

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

23. Waiver

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

24. Workers' Compensation Insurance

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

25. Law Governing

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

26. Participation in Grant-Funded Activities

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

provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

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

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

28. Eligibility for Noncitizens

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

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C.

§§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

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

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

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

32. Captions

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

33. Indemnification

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

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

34. Independent Status of Grantee

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

35. Grant Agreement is Complete

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

36. Union Organizing

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

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

37. Debarment, Suspension, and Other Responsibility Matters

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

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

Appendix B

Program Director's Job Description

1.0 Description of Position

The MESA Program Director is responsible for day to day management of the MESA Community College Program/MCCP. With programmatic guidance from the Chancellor's Office State Project Monitor, the MESA Program Director maintains communications between the MESA Program, engineering, mathematics and science faculty, unit heads of student support services, engineering mathematics, and science department chairpersons/deans, MESA students, student organizations, related professional societies and campus administrators; coordinates planning of all student services which include admission, financial aid, scholarships, housing (if applicable), summer programs and jobs, and academic, career and student advising. The MESA Director is also responsible for ensuring student eligibility, that student contractual agreements are met, maintains program records, coordinates evaluation of program activities and accomplishments, participates in MESA training, evaluation and other activities, and works with the Faculty Sponsor to ensure successful implementation of the program.

This is a 12-month full-time position. If the district should choose to make the MESA Director's position a faculty assignment, a 10-month contract is allowable - submit a waiver to the Chancellor's Office Project Monitor for approval.

2.0 Required Communications

- 2.1 Meet regularly with the responsible administrator to plan implementation of the MESA program at the community college campus.
- 2.2 Meet regularly with the faculty sponsor to report on progress of program and to consult on plans for further implementation and improvements.
- 2.3 Consult with faculty, teaching assistants, and administrators of support services to assist in improved delivery of services to students.
- 2.5 Maintain contact with MESA students through personal discussions, regular meetings and other activities.
- 2.6 Maintain regular contact with Instructional Office, deans and faculty members to promote an understanding of MESA services, and to build a program of academic rigor.

3.0 Program Management

- 3.1 Collect and compile data and prepare status reports as required by the California Community Colleges Chancellor's Office (CCCCO) and participate in campus activities that lead to the collection and submission of MESA student data for the CCCCCO Management Information System.

- 3.2 Prepare mid-year and annual programmatic and financial reports of MESA generated funds.
- 3.3 Maintain a file on each MESA student and transfer student with information on students', enrollment, academic performance, participation and current status.
- 3.4 Provide ongoing evaluation of the campus MESA program and recommend steps to improve it.
- 3.5 Process budget items, monitor expenses and work with the Dean and Faculty Sponsor in planning.
- 3.6 Review all student applications for admission to MESA and make recommendations, as appropriate.
- 3.7 Work with department faculty to select best available mathematics, science, computer science, and engineering teaching assistants and/or tutors for MESA students.

4.0 Coordination

- 4.1 Develop plans for implementation of program in cooperation with the Faculty Sponsor, CCCCO Project Monitor, deans and other members of the faculty.
- 4.2 Develop tutoring and study program for MESA which includes the recruitment and training of tutors (peer, volunteer, and community college sources), and which incorporates a mix of individual small and large group study activities.
- 4.3 Recruit and schedule speakers for meetings of MESA students.
- 4.4 Plan, schedule and coordinate career advising and job orientations for students.
- 4.5 Plan, schedule, and coordinate activities related to academic advising, including advocacy and selection of a designated MESA counselor.
- 4.6 Develop, plan and coordinate activities related to student retention.
- 4.7 Maintain contacts and encourage the formation of a pipeline and pathway for students between MESA and four year colleges and universities.
- 4.8 Work with the local campus staff and/or regional MESA colleagues in order to research and prepare grant proposals for collaborative submissions.

5.0 Other Activities and Responsibilities

Maintain regular contact with the CCCCO MESA Monitor, complete reports and evaluations as requested and attend in service, orientation, trainings for MESA Directors.

6.0 Supervision Exercised or Received

- 6.1 Report to the Responsible Administrator who is responsible for oversight, supervision and evaluating performance.
- 6.2 Coordinate and supervise MCCC activities of MESA students and other volunteers.

7.0 Minimum Qualifications

- 7.1 At least a bachelor's degree from an accredited college or university, preferably in mathematics based field (one requiring calculus, or equivalent).
- 7.2 Ability to work in a multicultural environment with African-American, Native American, Mexican-American and other Latino American undergraduate students pursuing degrees in engineering, computer science, mathematics, science, or technical fields.
- 7.3 Experience for one year or more in delivering to students' academic services aimed at improving academic, study, test taking, and other skills where the students are majoring in mathematics based fields.
- 7.4 Successful work experience for a minimum of three years in education, industry or other profession involving work with postsecondary students in mathematics based fields.
- 7.5 Experience in directing activities requiring management and leadership skills.
- 7.6 Experience with public and/or private postsecondary institutions.
- 7.7 Familiarity with organizational, operational, and structural functions of post-secondary institutions.
- 7.8 Ability to work independently, assume responsibility, and take initiative in carrying out assignments.
- 7.9 Strong writing and communication skills.

Appendix C

Responsible Administrator's (RA) Role

1.0 Description of Position

- 1.1 The Responsible Administrator's (RA) is the campus academic representative who oversees the MESA Program, and ideally is the dean of mathematics/ science instruction; however, a chief instructional officer or senior faculty member may be appointed to this position, as long as the MESA program is housed under the Office of Instruction. The RA directly and personally supervises the MESA Director and is principle advocate and monitor for the MESA Program and its activities.
- 1.2 The RA is to maintain a working relationship with the Chancellor's Office Project Monitor.

2.0 Planning/Communications

- 2.1 Accept written and/or oral reports on program's status and progress from the MESA Director, and review/edit reports submitted to the CCCCCO.
- 2.2 Review and advise on the MESA Director's plans for the further implementation and improvement of the program, and supervise preparation of the annual MESA Grant renewal proposal.
- 2.3 Communicate directly with faculty, administrators, and other key campus personnel to publicize and promote program, or assist the MESA Director in efforts to do so.
- 2.4 Communicate or consult with the CCCCCO Project Monitor as necessary.
- 2.5 If the RA is not the Dean of Mathematics/Science Instruction, the RA shall keep the Dean of Mathematics/Science Instruction current and well informed on the status and progress of the program.

3.0 Administration

- 3.1 Assure that all program information and reports are submitted on schedule by the MESA Director or appropriate campus personnel.
- 3.2 Conduct periodic internal program reviews to monitor the MESA Director's performance, the faithful implementation of the MESA model at the community college, and the program's compliance with this agreement.

- 3.3 Regularly review program resources and assist in efforts to augment them from both on-and off campus sources. Insure MESA facilities, personnel, in-kind and financial support is fully adequate and in compliance with the grant terms.
- 3.4 Regularly review program's financial status with the MESA Director, or regularly arrange that all necessary fiscal reports, printouts, ledgers, etc., be made available for review by the MESA Director. This includes accounts of all funds committed to the program regardless of source, and includes funds and scholarships from CCCCO MESA, National Action Council of Minorities in Engineering, Inc. (NACME), National Aeronautics and Space Administration (NASA), Alliance for Minority Participation (AMP) and/or other organizations.

4.0 Coordination

- 4.1 Assist the MESA Director when necessary to coordinate with other programs, offices or agencies whether on-or off campus.
- 4.2 Assist the MESA Director in coordinating efforts between community college and four year colleges and universities. Promote collaborative efforts among MESA program with other segments.

Appendix D

Faculty Sponsor's Role

1.0 Description of Position

- 1.1 The faculty sponsor serves as a liaison with other faculty in the fields of mathematics, engineering, and the sciences. In this role, the faculty sponsor encourages faculty to participate and support the MESA Program, and is the principle advocate for MESA among the math and science departments at the college.
- 1.2 The faculty sponsor shall be a tenured faculty member from one of the following disciplines: mathematics, engineering, computer science, or physical or biological sciences.
- 1.3 The faculty sponsor develops formal and informal working relationships with the MESA Director and participates in field trips, college days, academic competitions, and other activities requested by MESA Director.

2.0 Planning/Communications

- 2.1 Encourages other faculty in the sciences (i.e., biology, physics, chemistry, computer sciences) to participate and support the MESA program.
- 2.2 The faculty sponsor can be instrumental in providing tutorial assistance and academic advisement, identifying internships, and connections to the world of work.
- 2.3 Communicate directly with faculty, and other key campus personnel to publicize and promote program, or assist the MESA Director in these efforts to do so.
- 2.5 Support, encourage, and assist the MESA Director in strengthening the pipeline/pathway from community college and on to the university MESA partners such as MEP, CAMP and AMP at the university level.

Appendix E

Application Forms

Contact Page

Application Consortium Data Sheet

Application Abstract

Application Annual Workplan

Application Budget Summary

Application Budget Detail Sheet — Blank

Crossover Chart

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: 17-034 _____

CONTACT PAGE

TO BE COMPLETED BY COCCC

Grant Agreement No.: _____
Proposal ID No.: _____
Funding Status: _____
Fiscal Year: _____

Funding Source(s): _____
Project Title: _____
Institution: _____
Address: _____
City: _____ State: _____ Zip+4: _____ –

College Superintendent/President (or authorized Designee)

Name: _____ Title: _____
Phone Number: () _____ Date: _____
Fax: () _____ E-Mail Address: _____

Responsible Administrator (Appropriate Program Area)

Name: _____ Title: _____
Phone Number: () _____ Date: _____
Fax: () _____ E-Mail Address: _____

Project Director

Name: _____ Title: _____
Phone Number: () _____ Date: _____
Fax: () _____ E-Mail Address: _____

District Chief Business Officer

Name: _____ Title: _____
Phone Number: () _____ Date: _____
Fax: () _____ E-Mail Address: _____

Application/Grant Writer

Name: _____ Title: _____
Phone Number: () _____ Date: _____
Fax: () _____ E-Mail Address: _____

APPLICATION CONSORTIUM DATA SHEET

☐ Please check here if this proposal is a consortium project.

Complete the following information for each college of the consortium. Use additional sheets if required.
Attach this form directly behind the Contact Page.

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip+4: _____	
Project Contact: _____	Phone: () _____		
Amount of dollars contributed to project by the district/college: \$ _____			
Role of district/college in the consortium design: _____			

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip+4: _____	
Project Contact: _____	Phone: () _____		
Amount of dollars contributed to project by the district/college: \$ _____			
Role of district/college in the consortium design: _____			

District/College or Organization: _____			
Address: _____			
City: _____	State: _____	Zip+4: _____	
Project Contact: _____	Phone: () _____		
Amount of dollars contributed to project by the district/college: \$ _____			
Role of district/college in the consortium design: _____			

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: 17-034 _____

APPLICATION ABSTRACT

TO BE COMPLETED BY COCCC

Grant Amount: \$ _____

Project Title: _____

Project Director: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip + 4: _____

Phone: (____) _____

(Summarize – no more than 3 pages)

APPLICATION ANNUAL WORKPLAN (ONE OBJECTIVE PER PAGE-OBJECTIVES SHOULD LINK WITH 13 MESA COMPONENTS)

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

Instructions for Completing the Application Annual Workplan and Performance Indicators

The Application Annual Workplan and Performance Indicators is a layout form designed too graphically display five critical areas of a project workplan. The five components of this form are:

- Objectives (use one Workplan form per objective – align with MESA Components)
- Procedures/Activities
- Performance Outcomes
- Timelines
- Responsible Person(s)

Objectives

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

Procedures/Activities

List each major procedure/activity associated with an objective and what has to be done to accomplish the objective. Ideally this column should contain between four to seven (4-7) activities. Write activities in a decimal format. The whole number should refer to the number of the objective; the number behind the decimal point should refer to the number of the activity. Activity 2.3 refers to the third activity in objective number two; write activities in chronological sequence.

Performance/Outcomes

Based on your evaluation design, list each expected outcome anticipated to be the end result of your stated activities. Also not how these outcomes will be used to determine the success or failure of your objectives and stated activities.

Timelines

Identify the start date and the ending date for each activity listed. *Example: 12/15/12 to 3/7/13.*

Responsible Person(s)

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

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: 17-034 _____

APPLICATION BUDGET SUMMARY

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

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

Note:
General Fund, District Match. For each grant dollar awarded, the recipient district shall provide one dollar in matching funds.
Other Sources of Funds or In-kind Contributions. (Provide an Application Budget Detail Sheet for each funding source.)
Indirect costs cannot exceed four percent (4%) of total direct costs (line 8).

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

Project Director Signature: _____

Date: _____

District Chief Business Officer Signature: _____
(or Authorized Designee)

Date: _____

FORMAT EXAMPLE ONLY

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: _____

APPLICATION BUDGET DETAIL SHEET

Program Year: _____
Source of Funds: _____ Fill In _____

Object of Expenditure ¹	Classification	Requested Funds	Gen. Fund Dist. Match	Other Sources
1100	Instructional Salaries <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>	Fill In ↓	Fill In ↓	Fill In ↓
1210	Supervisors' Salaries² <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
1230	Counselors' Salaries <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
1420	Project Director³ <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2140	Classified Salaries, Noninstructional (Regular Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2200	Instructional Aides' Salaries (Regular, Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2340	Classified Salaries, Noninstructional (Non-Regular Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2400	Instructional Aides' Salaries (Non-Regular, Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
3000	Employee Benefits <i>Name and rate change</i>			
4000	Supplies and Materials <i>List type and costs</i>			
5000	Other Operating Expenses and Services <i>List type and costs, including travel and per diem</i> Subcontractors <i>Name (daily/hourly rate)</i> <i>Identify specific service to be rendered</i>			
6000	Capital Outlay <i>List type and costs</i> Equipment			
7000	Other Outgo <i>List type and costs</i> Student financial aid Other payments to/for students			
	Total Direct Cost			
	Total Indirect Cost (4%)			
	Total Program Cost			

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

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

³This is the person who is directly involved in the day-to-day ongoing activities.

Chancellor's Office
California Community Colleges

District: _____
College: _____
RFA Specification Number: 17-034

APPLICATION BUDGET DETAIL SHEET

Program Year: 2017-18

Source of Funds: Fill In

Object of Expenditure	Classification	Requested Funds	Gen. Fund Dist. Match	Other Sources
	Total Direct Cost			
	Total Indirect Cost (4%)			
	Total Program Cost			

Crossover Chart

*Expenditure by Object Titles (EOT)**

Use This (VTEA Reports EOT Number)	For This (Budget and Accounting Manual EOT Number)
1100 Instructional Salaries	1100 Academic Salaries, Instructional, Regular Salary Schedule 1300 Academic Salaries, Instructional, Non-Regular Salary Schedule
1210 Supervisor ¹	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Administrators and Supervisors: (Superintendents, Assistant Superintendents, Presidents, Vice Presidents, Deans)</i>
1220 Project Director ²	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Project Director</i>
1230 Counselor	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Vocational Counselors</i>
1240 Other	1200 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Subcategory Other: (Salaries other than Administrators/Supervisors, Project Directors, and Vocational Counselors)</i>
1400 Noninstructional Salaries (Use same subcategory detail as object 1200) 1410 Supervisor ¹ 1420 Project Director ² 1430 Counselor 1440 Other	1400 Academic Salaries, Non-Instructional, Non-Regular Salary Schedule
2100 Classified Salaries, Noninstructional (Use same subcategory detail as object 1200) 2110 Supervisor ¹ 2120 Project Director ² 2130 Counselor 2140 Other	2100 Classified Salaries, Non-Instructional, Regular Salary Schedule

* Please refer to the *California Community Colleges Budget and Accounting Manual* (Rev. July 1993). This manual has been distributed to District Superintendents/Presidents, District Chief Business Officer, District Data processing Managers, and District Libraries (for Single-Campus Districts). Multi-College District distribution was the same as above, plus each college received four (4) additional copies sent to the College President, College Business Manager, College Data Processing Manager, and the College Library. Duplication of this manual is allowed. All questions regarding the *Budget and Accounting Manual* should be referred to the California Community Colleges Administration and Fiscal Policy Division, (916) 445-1163.

¹ Not to exceed 5% for supervision/administration (not directly involved in the day-to-day ongoing activities).

² This is the person who is directly involved with the day-to-day ongoing activities.

Use This (VTEA Reports EOT Number)	For This (Budget and Accounting Manual EOT Number)
2200 Instructional Aides' Salaries	2200 Classified Salaries, Noninstructional Aides, Regular Salary Schedule <i>Direct Instruction, Other</i>
2300 Classified Salaries, Noninstructional (Use same subcategory detail as object 1200) 2310 Supervisor ¹ 2320 Project Director ² 2330 Counselor 2340 Other	2300 Classified Salaries, Non-Instructional, Regular Salary Schedule
2400 Other	2400 Academic Salaries, Noninstructional, Regular Salary Schedule <i>Direct Instruction, Other</i>
3000 Employee Benefits	3000 Employee Benefits (3100-3900): <i>STRS Fund, PERS Fund, Old Age, Survivors, Disability, and Health Insurance (OASDHI), Health and Welfare Benefits, State Unemployment Insurance, Workers' Compensation Insurance, Local Retirement Systems, Other Benefits</i>
4000 Supplies and Materials	4000 Supplies and Materials <i>Instructional and Noninstructional Supplies and Materials (have a useful life of less than one year) (i.e., office, library, medical, food periodicals, magazines, pictures, maps computer software)</i>
5000 Other Operating Expenses and Services	5000 Other Operating Expenses and Services <i>Depreciation, Dues and Memberships, Insurance, Legal, Election and Audit Expenses, Personal and Consultant Services, Postage, Rents, Leases and Repairs, Self-Insurance Claims, Travel and Conference Expenses, Utilities and Housekeeping Services, Other</i>
6000 Capital Outlay	6000 Capital Outlay <i>6400 Equipment (i.e., desk, chairs, vehicles, etc.)</i>
7000 Other Outgo	7000 Other Outgo (7100-7900): <i>Debt Retirement, Interfund Transfers-Out, Other Transfers, Student Financial Aid, Other Payments to/for Student, Reserve for Contingencies</i>