



California
Community
Colleges

California Community Colleges Chancellor's Office
Institutional Effectiveness Division

Request for Applications (RFA)

Institutional Effectiveness Partnership Initiative
Technical Assistance Program
(IEPI Technical Assistance)

RFA Specification No. 23-020
2023-24 Fiscal Funding Year
2023-24 Program Year

Instructions, Terms and Conditions

Application Deadline:
Applications must be received by the Chancellor's Office
by
5:00PM PST and October 7, 2022

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION.....	5
PURPOSE OF REQUEST FOR APPLICATIONS.....	5
BACKGROUND AND NEED	6
PURPOSE AND USE OF FUNDS.....	7
OBJECTIVES, PROCEDURES AND ACTIVITIES.....	8
Procedures and Activities	8
Evaluation/Performance Outcomes.....	10
Legal Terms and Conditions	10
Information.....	10
SECTION II: APPLICATION INSTRUCTIONS AND EVALUATION CRITERIA.....	11
INTENT	11
RFA FUNDING CATEGORY	11
ELIGIBILITY	11
RESOURCE/REFERENCE MATERIALS	11
RFA CLARIFICATION.....	11
REJECTION OF APPLICATION.....	12
APPLICATION REVIEW PROCESS.....	12
SELECTION OF GRANT READERS	12
SCORING CRITERIA.....	13
NOTIFICATION OF INTENT TO AWARD A GRANT	14
GRANT PROTEST PROCEDURES	14
APPLICATION FORMAT, INSTRUCTIONS AND SCORING	15
CALENDAR OF KEY DATES	20
SECTION III: APPENDICES	21

STRUCTURE AND READABILITY OF THIS DOCUMENT

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

1) Background and Need

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

2) Purpose and Use of Funds

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

3) Objectives/Procedures

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

4) Program Evaluation and Performance Outcomes

1. This section informs the applicant that program evaluation and tracking/reporting of performance outcomes are an essential part of the applicant's response and ongoing program requirement.

5) Legal Terms and Conditions

1. This section informs the applicant that the terms and conditions governing the RFA are included in the package under Section III and are referred to as Grant Agreement Terms and Conditions.

6) Information

1. This section provides the applicant with contact information for the Project Monitor at the Chancellor's Office associated with the RFA. The applicant may contact this individual with questions related to the RFA and/or process.

7) Section II: Application Instructions and Evaluation Criteria

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

8) Section III: Appendices

1. Appendix A: Grant Agreement Terms and Conditions
 - i) This section provides the applicant with program-specific legal terms and conditions.
2. Appendix B: Application Forms

SECTION I: GENERAL INFORMATION

The grant awarded through this Request for Applications (RFA) Specification is for fiscal year 2023-24 with the possibility of four (4) additional annual renewals. The grantee shall provide evidence of progress and outcomes before seeking additional funding in 2024-25 and succeeding years. Continued funding is contingent upon the completion, review and approval of prior reporting period objectives, analysis of outcomes, submission of a new work plan and budget, and available state funding.

Applicants are asked to develop and submit a work plan and budget, for the fiscal year 2023-24.

RFA Specification Number:	23-020
Program Division:	Institutional Effectiveness
Funding Source:	Proposition 98 General Fund
RFA Title:	California Community Colleges Institutional Effectiveness Technical Assistance Program
Funding Period:	July 1, 2023 – June 30, 2024 (Possible renewals up to four additional years)
Maximum Funds Available:	\$7.5 million, with possible extension with demonstrated outcomes.
Match Requirement:	10%
Number of Awards:	One

PURPOSE OF REQUEST FOR APPLICATIONS

The Board of Governors requests proposals from California Community College districts interested in ensuring continuity of the Institutional Effectiveness Technical Assistance program for the benefit of all California Community Colleges and students. The award recipient will be responsible for ensuring continuity of the program, fiscal and logistical needs, and the evaluation and expansion of the program. The grantee will be required to ensure program continuity with minimal overhead.

The goal is to manage a comprehensive technical assistance program to enhance institutional effectiveness and advance the *Vision for Success*.

The RFA will be awarded to a district to:

- Serve as the grantee and fiscal agent for the program
- Work closely with the Chancellor's Office to guide the program toward the successful completion of objectives.
- Support the Chancellor's Office in its work to:
 - Assist California's 116 community colleges and 73 districts in achieving the goals and commitments in the [Vision for Success](#) and [Roadmap for the Future](#); and in maintaining institutional health in the following areas: accreditation status, fiscal viability, student performance and outcomes, and programmatic compliance with state and federal guidelines.
 - Promote the understanding, and support the implementation of system-level priorities
 - Promote systemwide understanding of the Chancellor's Office commitment to diversity, equity, inclusion & accessibility (DEIA) goals and priorities in cultivating anti-racist teaching and learning ecosystems
 - Develop policies and procedures for expanded technical assistance
 - Support the Board of Governors in providing appropriate leadership and oversight
 - Monitor college/district performance (e.g., ACCJC reports, independent audits, site reviews)
 - Identify institutions in need of technical assistance, assign review teams, and arrange technical assistance
 - Broadly integrate expanded technical assistance processes into Chancellor's Office functions

BACKGROUND AND NEED

The 2014-15 California Budget Act (Chapter 25, Statutes of 2014) authorized the chancellor of the California Community Colleges to use up to \$2.5 million (Proposition 98 General Fund) to provide technical assistance to districts. At its November 2014 meeting, the Board of Governors awarded a \$2.5 million grant to Santa Clarita Community College District (SCCCD). The Chancellor's Office also partnered with the Statewide Academic Senate, Foothill College, and the Success Center for California Community Colleges to officially launch the Institutional Effectiveness Partnership Initiative (IEPI). The primary goal of IEPI is to help colleges and districts improve their fiscal and operational effectiveness and promote student success, while reducing accreditation sanctions and audit findings.

The 2015-16 state budget for IEPI included \$5.5 million for IEPI Technical Assistance. Beginning in 2016-17 the state budget included an increase in IEPI funding and provided \$7.5 million for Technical Assistance annually through 2020-21.

Currently, the state budget includes \$7.5 million in state funds for the continued, ongoing activities to help colleges and districts that request technical assistance and/or demonstrate low performance in key areas of operations. As a result, a \$7.5 million grant for IEPI Technical

Assistance state funds has been awarded to the existing grantee, Santa Clarita Community College District (SCCCD) for the 2022-23 fiscal year. The Chancellor's Office Institutional Effectiveness division anticipates a continuing need for a partner community college district to serve in the role of grantee for these efforts and distribution of the \$7.5 million in annual state funding for 2023-24 and beyond, in order to ensure the continuity of the technical assistance program, enhance institutional effectiveness and advance the *Vision for Success*.

As the California Community Colleges make progress on the *Vision for Success* goals and commitments, there is a tremendous need to support the dissemination and implementation of effective practices across the system especially in the area of Diversity, Equity, Inclusion and Accessibility (DEIA). As articulated in the *Vision for Success* Diversity, Equity and Inclusion Taskforce Report, "embedded in all of the Vision goals are clear equity imperatives that are embodied in the Vision commitments; the shifts required of the system to close achievement gap demand a relentless focus on students' end goals while concurrently considering students' needs" (pg. 13-14). Our institutions face a variety of local circumstances, challenges, and opportunities. Institutions across the state reflect a broad range of capacity: some have made significant progress on the implementation of effective practices and achieving the *Vision for Success* goals, whereas others are making less progress. A robust technical assistance infrastructure to disseminate effective practices, promote college-level student success reforms, and assisting struggling colleges will enable further improvement on progress towards achieving the *Vision for Success* and achieving racial equity in educational outcomes.

PURPOSE AND USE OF FUNDS

The goal of the Institutional Effectiveness Technical Assistance Program is to work closely with the Board of Governors and the Chancellor's office to develop, monitor, measure and implement a framework of data analysis, policies and procedures designed to make progress on the *Vision for Success* goals and commitments, bolster student success and inclusive excellence, and to assess the effectiveness of a community college's operational environment. Additionally, the program will provide ongoing technical assistance to help meet the specific needs of districts and colleges to promote, improve and sustain institutional health.

Technical assistance must be designed to meet the specific needs of districts or colleges and must include activities such as: analysis of performance indicators; site visits by experienced practitioners resulting in findings and recommendations intended to improve local practice; consultation and planning assistance; and professional development. As part of the technical assistance process, institutions are required to complete and submit self-studies and/or improvement plans.

Technical assistance should be available to all colleges, but colleges demonstrating poor performance will be targeted for more intensive assistance. Technical assistance should always be coordinated through the district, even if the eventual focus of the assistance is at a college campus. Institutions with a history of underperformance will be subject to more intensive assistance and intervention in alignment with Board of Governors policies.

This grant will be awarded to satisfy the program requirements of the Institutional Effectiveness Technical Assistance Program. The award recipient will be responsible for coordinating the program, managing the fiscal, logistical needs and expansion of the program, and integrating the technical assistance process with Chancellor's Office functions.

The award recipient will be required to ensure program continuity with minimal overhead, that technical assistance is provided in a cost-effective manner, primarily consisting of experts who are current and former employees of the California Community Colleges, and that they provide technical assistance consistent with the *Vision for Success* and aligned with Chancellor's Office priorities.

The performance period for this grant will be begin July 1, 2023 with possible annual renewals through June 30, 2027.

OBJECTIVES, PROCEDURES AND ACTIVITIES

The objectives of the Institutional Effectiveness Technical Assistance Program are to:

1. Assist colleges and districts in achieving the goals and commitments in the *Vision for Success and Roadmap for the Future* and promote the understanding and support the implementation of system-level priorities.
2. Ensure community colleges and districts acquire and maintain institutional health in the following areas: accreditation status, fiscal viability, equity in student performance and outcomes, and programmatic compliance with state and federal guidelines.
3. Maintain information on the accreditation status of colleges on behalf of the Chancellor's Office.
4. Reduce the number of colleges receiving any of the following categories of sanctions: warning, probation, or show cause.
5. Improve access to data, information, effective practices, support structures, and professional development.
6. Establish and maintain a network of content experts to support the Board of Governors and Chancellor's Office efforts to expand technical assistance, and appropriate oversight.
7. Provide support to colleges in the system-wide effort to implement Equitable Placement and Completion with Fidelity and Equity; Diversity, Equity, Inclusion and Accessibility (DEIA); Guided Pathways; transfer reform; improved enrollment and persistence; Student Centered Funding Formula (SCFF) and other California Community Colleges initiatives designed to meet the goals of the *Vision for Success*.

Procedures and Activities

The applicant is asked to include procedures, activities, and expected outcomes in the work plan, to provide a narrative for each one describing how they will be employed to achieve each of the

proposed project objectives, and to describe the rationale for choosing the selected procedures, activities, and outcomes. Please clearly number the procedures, activities, and outcomes to follow a consecutive numbering pattern for tracking and scoring purposes. Multiple procedures are allowed for each objective.

To accomplish the objectives outlined above, the Institutional Effectiveness Technical Assistance Program encompasses the following activities:

1. Identify institutions in need of technical assistance or work with institutions referred by the Chancellor's Office, assign review teams, and arrange technical assistance.
 - a. Prepare CEOs from receiving institutions for team visits
 - b. Manage all logistical and fiscal details related to the site visit, such as travel, reimbursements, and scheduling meetings with appropriate district/college personnel
 - c. Facilitate and oversee interview and discovery sessions with districts/colleges
 - d. Oversee the completion of any reports created by the site visit teams
2. Assemble site visit teams consisting of experts in areas of fiscal health, accreditation, student performance, compliance with state and federal guidelines, and other aspects of institutional effectiveness.
 - a. Develop and maintain personnel descriptions, required skill sets and experience, statements of work, contracts and other personnel related documents for content experts
 - b. Solicit nominations of content experts from professional organizations and stakeholder groups.
3. Establish and implement a grant system to award funds to colleges and districts to help implement changes developed through the technical assistance process.
4. Build and maintain a robust technical assistance infrastructure to disseminate effective practices, support the implementation of system-level priorities, and assist struggling colleges and districts.
5. Develop and implement communities of practice to advance dialogue and institutional effectiveness across participating institutions.
 - a. Promote awareness of and engagement with communities of practice
 - b. Process and execute fiscal agent vendor agreements for communities of practice under the direction and approval of the Chancellor's Office. Disburse payments for vendor agreement invoices upon Chancellor's Office approval
6. Monitor institutional performance and number of accreditation sanctions across the system.
7. Coordinate with the Chancellor's Office and Vision Resource Center to operationalize and ensure ongoing alignment with Chancellor's Office goals and needs to scale activities to serve the whole system and make information related to institutional effectiveness opportunities and technical assistance available to all institutions.
8. Establish and maintain effective marketing and outreach practices
9. Develop and maintain a process for evaluating the effectiveness of technical assistance

provided and the implementation of plan by districts and for implementing improvements to ensure the effectiveness of the program.

Evaluation/Performance Outcomes

The funded applicant will be required to submit quarterly progress and expenditure reports, and a final annual report. The annual report must describe the project status and performance outcomes, and identify how these activities have been incorporated into the district's processes. Quarterly reporting can also be completed through a technical assistance dashboard that tracks progress and deliverables.

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

Legal Terms and Conditions

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

Information

If you have any questions or need more information regarding this RFA, please contact Marrin Thuston at mthuston@cccco.edu.

SECTION II: APPLICATION INSTRUCTIONS AND EVALUATION CRITERIA

INTENT

Section II contains general instructions, procedures, formats, and timelines for submitting project applications to the Chancellor's Office. 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 the Chancellor's Office.

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

RFA FUNDING CATEGORY

Fund disbursements are allocated in one funding category:

Institutional Effectiveness Program (Proposition 98 General Fund)

ELIGIBILITY

California Community College districts are eligible to apply.

RESOURCE/REFERENCE MATERIALS

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

RFA CLARIFICATION

If any ambiguity, conflict, discrepancy, omission, or other error in this RFA is discovered, immediately notify the Assistant Vice Chancellor of Student Equity and Success of the error and request a written modification or clarification of the document. A clarifying addendum will be given to all parties who have obtained the RFA, without divulging the source of the request. Insofar as practical, the Chancellor's Office will give such notice to

other interested parties, but the Chancellor's Office shall not be responsible for failure to do so.

REJECTION OF APPLICATION

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

- a. It is received at any time after the exact time and date set for receipt of applications, or not submitted through NOVA; as specified in the RFA;
- b. The RFA Specification Number cannot readily be ascertained in the application;
- c. The application is incomplete or does not conform with the RFA instructions and supporting documents;
- d. The proposal violates public policy.

APPLICATION REVIEW PROCESS

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

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

- a. Conduct a preliminary review of the applications to determine if they are in compliance with the RFA Specification, application format, and contain the required signatures.
- b. Assemble a panel comprised of a minimum of three readers that will include members from within and outside of the Chancellor's Office to score and rank the applications in order of eligibility. Chancellor's Office readers shall be from more than one agency division and use the same evaluation criteria that the readers recruited from outside the Chancellor's Office use. Applicants must achieve at least 75 points on their application evaluations to be eligible for funding, however only one (1) award will be granted in this RFA
- c. Prepare and post notice of intent to award the grant under the respective RFA Specification. This notice will be posted on the Web at: <https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Institutional-Effectiveness>.

SELECTION OF GRANT READERS

The Assistant Vice Chancellor of Student Equity and Success will select readers and

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

SCORING CRITERIA

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

Need (Statement of the Problem)	10
Objectives	15
Procedures/Activities	15
Project Management/Institutional Commitment	35
Budget	10
Overall Feasibility of the Project	15
TOTAL	100

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	10 PT	15 PT	20 PT	25 PT	30 PT	35 PT
Poor	0-2	0-3	0-4	0-5	0-6	0-7
Below Average	3-4	4-6	5-8	6-10	7-12	8-14
Average	5-6	7-9	9-12	11-15	13-18	15-21
Above Average	7-8	10-12	13-16	16-20	19-24	22-28
Exceptional	9-10	13-15	17-20	21-25	25-30	29-35

The criterion values are described below:

Poor

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

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

Below Average

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

- The application states a requirement, but offers no explanation of how or what will be accomplished.

- The response contains a technical deficiency, an inaccurate statement or reference concerning how or what is to be accomplished.

Average

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

Above Average

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

Exceptional

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

NOTIFICATION OF INTENT TO AWARD A GRANT

A master list of the scoring results for the RFA Specification will be posted on the Chancellor's Office website, along with the notification of intent to award the grant. The notice will be posted for at least 10 business days. Chancellor's Office staff will negotiate the specific scope of work, budget, and timeline for the one awarded project.

Note: All questions regarding this notice for tentative grant awards should be addressed to Marrin Thuston at mthuston@cccco.edu.

GRANT PROTEST PROCEDURES

Applicants may file a letter of protest against the award of the grant. The protest must be filed with the respective Assistant Vice Chancellor. Protest letters must be emailed to Dr. Siria S. Martinez, Assistant Vice Chancellor of Student Equity and Success at smartinez@cccco.edu, within ten (10) business days after the intent to award is posted. The protest must include a full and complete written statement specifying the grounds of protest and must be based on the process and/or procedures used in the review and recommendation of applications for awards. The Assistant 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 Assistant Vice Chancellor shall be final.

APPLICATION FORMAT, INSTRUCTIONS AND SCORING

This application will be submitted via NOVA (nova.cccco.edu). The NOVA system will prompt the applicant to complete all required components of the application. The Application Checklist below prescribed the mandatory format and approach for the development and presentation of the application. The application instructions listed must be adhered to. All questions must be answered, and all requested data must be supplied.

Awardees may be required to make adjustments in the budget, work plan, or other aspects of the application prior to distribution of funds. Use the forms, narrative format and the project specifications to help prepare for application submission.

APPLICATION CHECK LIST:

- a. **Appropriate Grant Agreement Face Sheet** (UPLOAD AS AN ATTACHMENT)
 - i. This RFA packet contains one Grant Agreement Face Sheet.
 - ii. Enter the District and College Name in the upper right-hand corner.
 - iii. Complete the Grantee section of the Grant Agreement Face Sheet. Obtain the electronic signature of the district chief executive officer (or authorized designee).
- b. **Contact Page**
- c. **Application Consortium Data Sheet**
 - i. Complete and upload this form with the application **only if applicable**.
- d. **Application Abstract**
 - i. The Application Abstract should concisely summarize the entire application in less than 1000 characters and must not exceed one page. It must include statements on the objectives, procedures, expected contribution or impact on the funding priorities of the RFA Specification and deliverables (products/services/outcomes).
- e. **Need**
(MAXIMUM POINTS—10)
 - i. Concisely describe the problem being addressed and/or the need for the project and how it addresses the funding priorities listed in the related RFA Specification.
 - ii. In addition, and in accordance with the RFA Specification, applicants will describe the following:
 - 1. Scope of problem being addressed: local, regional and/or statewide; and
 - 2. Target group(s)—populations to be served.

- f. **Application Annual Work Plan** (Form provided in Appendix B for reference)
- i. The applicant may also provide a narrative (no form provided) for the work plan components. The narrative work plan components must be clearly labeled and easily linked back to the Application Annual Work Plan form in Appendix B.
 - ii. Objectives (**MAXIMUM POINTS—15**)
The RFA Specification has identified minimum objectives. The applicant's statement of objectives should be itemized, numbered, and stated in measurable terms. The statement of objectives should be performance-driven and measurable.
 - All applicants must indicate how the statement of objectives will address the funding priorities and specifications of the RFA. Special attention should be given to improvements in serving underrepresented students.
 - 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.
 - iii. Procedures/Activities (**MAXIMUM POINTS—15**)
 1. The RFA Specification identifies and directs the focus of the applications. Under this section of the application, the applicant should describe the proposed solutions to be employed to address the described need and/or problem. The applicant should further describe the following:
 - a. Feasibility of solutions/strategies to be employed; and
 - b. Short and long-term benefits to the target population.The applicant should expand on the procedures and/or activities being used to resolve 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 ("Application Annual Workplan") is provided in Appendix B for reference.
- g. **Project Management/Institutional Commitment (MAXIMUM POINTS—35)**
- i. Project Management
 1. Provide a management plan for operating the project.
 2. Provide a transition plan for operating the project, if necessary.
 3. Provide an organizational chart for the project.
 4. Show evidence of the commitment of project staff, describing their role and responsibilities and the amount of time they will be

devoting to project activities. Provide a description of their prior experience as related to the subject area of this project. (Those who will implement the project should be involved in the planning. If key personnel are to be chosen later, include a complete job description and the duties of such personnel).

5. Indicate if the project will be done through a consortium or a collaborative partnership. Provide evidence of support (a signed letter or memorandum of understanding) of each partner's commitment to the project. **NOTE:** The letter or memorandum of understanding should specify in detail the scope, nature, and characteristics of the commitment by each partner. **Do not send general letters of support.**

ii. Institutional Commitment and Expertise

1. The applicant should provide evidence of the district's commitment to the success of the project, including, but not limited to the following:
 - a. Describe how the proposal is related to the district's vision and strategic planning efforts.
 - b. Describe how the project will be institutionalized, and incorporated into the district's existing processes.
 - c. Describe board policies on subgrant competitive bidding including bid threshold, turnaround time, and board meeting schedule. Explain how those policies align with project goals of timely delivery of services.
2. Applicant should provide evidence of applicable expertise which would benefit the initiative in the following areas:
 - a. Building and maintaining a robust technical assistance infrastructure to disseminate effective practices, promote college-level student success reforms, and assisting struggling colleges.
3. Applicant should provide the following:
 - a. Declaration of accreditation status.
 - b. Overview of its fiscal management and status.
 - c. Provide evidence of performing any technical assistance leadership activities locally, regionally or statewide.
 - d. Provide a description of past performance as a grantee or fiscal agent for educational activities, including any existing grants or contracts with the Chancellor's Office, the overall grant or contract award amount(s), the number of subgrants awarded, the typical or average funding level of these subgrants, and approximate number of total transactions processed annually as a fiscal agent.

h. **Application Budget Summary (MAXIMUM POINTS—10)**

- i. See Crossover Chart, Appendix B, to determine expenditure classifications. When entering dollar amounts, round off to the nearest dollar. Do Not Type in the Cents.
 - 1. NOTE: The purpose of the budget is to indicate whether the project is well planned and reasonable in scope. Technical errors in the budget will not necessarily result in a lower score, if minor assistance from the Chancellor's Office can correct the error.
 - 2. To substantiate the Application Budget Summary, submit an Application Budget Detail Sheet. (See example of Budget Detail Sheet format and Crossover Chart in Appendix B). The Budget Detail Sheet lists the cost breakdown of each budget classification amount requested. Indicate specific rates and amounts attributed to project funds, general fund district matching, or other sources of funding. You must complete a separate Budget Detail Sheet for each funding source and record the associated expenditures by object code attributed to it.
- ii. Employee Benefits
 - 1. The grant may not be used to support the cost of employee benefits for permanent employees of districts. Employee benefits for employees hired temporarily for the purpose of working on the project may be supported by the grant.
- iii. Expenditures
 - 1. Funds awarded for grants may not be used for purposes of construction or remodeling of facilities, nor for student financial aid programs or for programs and activities not eligible for state apportionment. Expenditures related to the purchase of equipment are governed by the Grant Terms and Conditions, attached as Appendix A. Overhead or indirect costs may be included but cannot exceed four (4) percent.
- iv. Match Requirement
 - 1. There is a match requirement of 10% dollar-for-dollar match of the total cost of the project. The match requirement may be met through real, in-kind, or a combination of real and in-kind.
 - 2. Failure to provide complete budget information in the specified format may result in applications not being reviewed for funding consideration.
 - 3. The district chief business officer's signature is required on the Application Budget Summary (electronic signature is acceptable).
 - 4. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. Provide travel purpose and estimated cost.
- i. **Overall Feasibility of the Project (MAXIMUM POINTS—15)**
 - i. Prepare a statement as to how the project is realistically capable of

attaining the required and proposed outcomes.

j. **Application Procedure**

i. Form Submission Requirements

1. Submit this application via NOVA (nova.cccco.edu). The NOVA system will prompt the applicant to complete all required components of the application. Utilize the Application Check List to prepare the application. Awardees may be required to make adjustments in the budget, work plan, or other aspects of the application prior to distribution of funds.
 2. The application must contain signatures on the Grant Face Sheet and the Application Budget Summary. Electronic signatures are acceptable.
 3. The application must be entered and all supporting documents uploaded to NOVA by 5:00PM PST on October 7, 2022.
- ii. The Grant Agreement Face Sheet must be signed by the district chief executive officer (or authorized designee) to bind the grant recipient to its provisions.
- iii. The Application must be signed by the chief business officer (or authorized designee).

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

CALENDAR OF KEY DATES

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

August 1, 2022	RFA Released
August 15, 2022	RFA Question & Answer Virtual <u>Registration Link</u>
October 7, 2022 by 5:00PM PST	Application Due Date
October 14, 2022	Reading and Rating of Applications
November 16, 2022	Intent to Award and Notification, Website post
November 28, 2022	Last Day to File a Protest
July 1, 2023 (tentative)	Grant Commencement Date

SECTION III: APPENDICES



Appendix A

Grant Agreement

Grant Agreement Terms and Conditions

GRANT AGREEMENT TERMS AND CONDITIONS

1) Contractor's Project Director

Grantee's Project Director is responsible for representing Grantee during the term of the Grant Agreement. Grantee shall notify the Chancellor's Office of any change in the Project Director.

2) Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

3) Fund Disbursement

In consideration for the promised services described in the scope of work, the Chancellor's Office agrees to disburse the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. Disbursements shall be made as follows:

- An advance disbursement of 40% of the total amount of the Grant Agreement will be made as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit requests for additional disbursements, but not more frequently than quarterly. Any such requests for disbursements shall be supported by a progress report that documents completed grant activities, year-to-date expenditures, and deliverables, if applicable.
- A final disbursement will be calculated based on the final performance, and expenditure reports due by sixty days after the grant term has ended. If the total expenditure of funds by the term end is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Invoices requesting fund disbursements must be emailed to the accountspayable@cccco.edu email address with a copy to the Project Monitor and must include the following information clearly displayed on all invoices:

- Date of Invoice. The words "Date of Invoice" must precede the date of the invoice.
- Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number.
- Contractor's Name. Contractor's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FISCAL Government Agency Taxpayer ID Form (TIN).
- Payee Address. The phrase "Remit to Address" must precede Contractor's address, which must match the address on the Std. 204 or TIN Form.
- The Chancellor's Office Agreement number.
- The Chancellor's Office Project Monitor.
- Description and date(s) of service(s) rendered.
- Invoice Amount.
- Grantee Contact Information.

4) Travel and Expense Reimbursement

Grantee travel and other expense reimbursement shall be governed by the travel policy and procedures adopted by the Grantee's governing board. 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 (1) the travel is related to the scope of work, (2) the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, (3) the request is made by the Grantee, (4) Grantee does not seek or receive any favorable treatment in exchange for paying for travel, (5) travel is arranged and paid for through ordinary Chancellor's Office processes, and (6) the Grant Funds are used to

reimburse those costs.

5) Budget Changes

Grantee may make changes to any budget category amounts up to ten (10) percent of the category's line item without approval of the Project Monitor, provided that no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

6) Budget Contingency

- In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- Grantee understands, and will advise sub-grantees and subcontractors, that any work performed by the Grantee, a subgrantee, or a subcontractor 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.
- This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner.

SPECIAL TERMS AND CONDITIONS

7) Subcontractors and Subgrantees (This section applies when subcontractors or subgrantees will be used.)

- Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform the services under this Grant Agreement. Subcontractors or subgrantees specifically identified in this Grant Agreement are deemed to be approved by the execution of this Grant Agreement.
- Subcontractors and subgrantees retained by Grantee shall be selected using procedures 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. To the extent possible, Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. Grantee shall immediately notify the Project Monitor in the event that any subcontractor or subgrantee is terminated.
- 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.
- 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.
- Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.

- Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no contract 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 or subgrantee.

8) Approval of Publications and Deliverables and Branding

- All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations.
- Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division.
- All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
- Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 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.

9) Intellectual Property (This section applies if intellectual property will be created under the scope of work.)

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed, or produced pursuant to this Grant Agreement shall be the exclusive property of the Chancellor's Office. In the event the Grantee or a subcontractor or subgrantee obtains any intellectual property rights in their names, all rights, title, and interest in and to the work first developed under this Grant Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.

Subcontracts and Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Grant Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Grant Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Grant Agreement or any subcontract or subgrant, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Grant Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that 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.

All materials first developed in draft and in final form pursuant to this Grant Agreement, or any subcontract, 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 "Chancellor's Office, California Community Colleges." 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 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.



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the scope of work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

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 Grantee that a trademark or servicemark be registered with state or federal agencies, Vendor 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 Grantee. 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 written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

10) Prohibition Against Use of Grant Fund for Grant Application

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.

11) Real Property and Equipment (This section only applies if permitted by the funding source.)

Real property and equipment procured with Grant funds will be used for the purpose of the Grant in accordance with the implementing legislation and the following:

- 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.

- 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.
- 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:
 - a. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 - b. If the Grant-funded project involves system wide 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.
 - c. 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.

12) 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.

13) Curriculum Development (This provision only applies to the development of new college curriculum.)

- 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.
- 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.
- The awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.

14) Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a

written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

15) Public Hearings

If public hearings on the subject matter dealt with in this Grant Agreement are held during the period of the Grant Agreement, Grantee will make available the personnel assigned to this Grant Agreement for the purpose of testifying.

16) Work by Chancellor's Office Personnel

Staff of the Chancellor's Office 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. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may utilize.

17) Time if of the Essence

The timing for delivery of the good and/or services required by this Grant Agreement is essential to the provision of educational services to the students of the California Community Colleges that are dependent upon a fixed academic calendar. Failure to complete any element of the scope of work shall entitle the Chancellor's Office to withhold up to the full amount of the ten-percent final payment, at the Chancellor's Office discretion.

GENERAL TERMS AND CONDITIONS

18) Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

19) Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

20) Settlement of Disputes

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final. Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

21) Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

22) Audit

Grantee agrees that the Chancellor's Office, the California State Auditor, 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 California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

23) Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, including the hiring of subcontractors or subgrantees, 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.

- 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, as well as its subcontractors and subgrantees in administering the Grant Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 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, or its subcontractors and subgrantees will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee, or its subcontractors and subgrantees will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- Avoidance of Conflicts of Economic Interests.
 - Grantee shall take all reasonable steps to ensure that its subcontractors and subgrantees, officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no subcontractor, subgrantee, 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 that 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.
 - Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that 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.
 - 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.
 - The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- 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.

24) 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.

25) Nondiscrimination Clause

- During the performance of this Grant Agreement, Grantee, contractors 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.
- Grantee, contractors and subcontractors 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, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

26) Accessibility for Persons with Disabilities

- By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)
- 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.
- All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.
- Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section
- Grantee and its contractors 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.
- Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

27) 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:

- 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.

- Establish a Drug-Free Awareness Program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and,
 - Penalties that may be imposed upon employees for drug abuse violations.
- Every employee who works under the Grant will:
 - Receive a copy of the Grantee's drug-free policy statement; and,
 - 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.

28) Termination

- 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. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that 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. Upon termination, 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").
- 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.

29) 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.

The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- 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);
- 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

- The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

30) Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

31) 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.

32) Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

33) Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

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) 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.

Appendix B

Application Forms

Grant Agreement Face Sheet

Contact Page

Application Consortium Data Sheet

Application Annual Work Plan and Performance Indicators w/Instructions

Application Budget Summary

Application Budget Detail Sheet — Format Example Only

Application Budget Detail Sheet — Blank

Crossover Chart

Grant Agreement Face Sheet

**California Community Colleges Board of Governors
- 6870**

District (Grantee):

College:

Division: Institutional Effectiveness

Grant Agreement No.:

Project: IEPI Technical Assistance

Total Amount Encumbered: \$7,500,000

This grant is made and entered into by the California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors and the aforementioned District, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions, as set forth in the RFA Instructions are incorporated into this grant by reference.

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

The term of this grant shall be from July 1, 2023 to June 30, 2024.

GRANTEE

Project Director:

Total Grant Funds Requested: \$7,500,000

Signature, Chief Executive Officer (or Authorized Designee)

Date:

Print Name/Title of Person Signing:

District Address:

STATE OF CALIFORNIA

Project Monitor:

Agency Address: 1102 Q Street, 6th Floor
Sacramento, CA 95811-6539

Bus. Unit	Ref No.	Fund	FI\$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statue	Funding Year (Enactment Yr,)	Agreement Amount
6870	101	0001	5675109	68708000	5432000	6870-142	TBD	2023	2023-24	\$ 7,500,000

Total Amount Encumbered: \$7,500,000

Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.

Date:

Signature, Deputy Chancellor (or Authorized Designee)

Date:

Print Name/Title of Person Signing

California Community Colleges
Chancellor's Office

District: _____
College: _____
RFA Number: 23-020

CONTACT PAGE

TO BE COMPLETED BY CCCCCO

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

Funding Source(s): _____

Project Title: _____

Institution: _____

Address: _____

City: _____ State: _____ Zip+4: _____

College President (or authorized Designee)

Name: _____ Title: _____

Signature: _____ Date: _____

Phone: (_____) _____ Fax: (_____) _____ E-Mail Address: _____

Responsible Administrator (Appropriate Program Area)

Name: _____ Title: _____

Signature: _____ Date: _____

Phone: (_____) _____ Fax: (_____) _____ E-Mail Address: _____

Project Director

Name: _____ Title: _____

Signature: _____ Date: _____

Phone: (_____) _____ Fax: (_____) _____ E-Mail Address: _____

Business Officer

Name: _____ Title: _____

Signature: _____ Date: _____

Phone: (_____) _____ Fax: (_____) _____ E-Mail Address: _____

Application/Grant Writer

Name: _____ Title: _____

Signature: _____ Date: _____

Phone: (_____) _____ Fax: (_____) _____ E-Mail Address: _____

APPLICATION CONSORTIUM

DATA SHEET

☐ Please check here if this proposal is a consortium project

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

District/College or Organization: _____

Address: _____

City: State: Zip+4:

Project Contact: _____

Phone: _____

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

Role of district/college in the consortium design: _____

District/College or Organization: _____

Address: _____

City: State: Zip+4:

Project Contact: _____

Phone: _____

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

Role of district/college in the consortium design: _____

District/College or Organization: _____

Address: _____

City: State: Zip+4:

Project Contact: _____

Phone: _____

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

Role of district/college in the consortium design: _____

Application Consortium Data Sheet (Continued) **RFA Number: 23-020**

District/College or Organization:_____

Address:_____

City: State: Zip+4:

Project Contact:_____

Phone:_____

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

Role of district/college in the consortium design:_____

District/College or Organization:_____

Address:_____

City: State: Zip+4:

Project Contact:_____

Phone:_____

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

Role of district/college in the consortium design:_____

District/College or Organization:_____

Address:_____

City: State: Zip+4:

Project Contact:_____

Phone:_____

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

Role of district/college in the consortium design:_____

District/College or Organization:_____

Address:_____

City: State: Zip+4:

Project Contact:_____

Phone:_____

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

Role of district/college in the consortium design:_____

California Community Colleges
Chancellor's Office

District: _____
College: _____
RFA Number: 23-020

APPLICATION ANNUAL WORK PLAN (ONE OBJECTIVE PER PAGE)

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

Instructions for Completing the Application Annual Work Plan and Performance Indicators

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

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

Objectives

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

Procedures/Activities

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

Performance/Outcomes

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

Timelines

Identify the start date and the ending date for each activity listed. *Example: 1/1/23 to 3/30/23.*

Responsible Person(s)

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

APPLICATION BUDGET SUMMARY

Note: When entering dollar amounts, round off to nearest dollar.

Submit Budget Detail Sheet for each funding source reflected here in cash or in-kind. Also explain expenditures by budget category.

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

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

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

Project Director Signature: _____

Date: _____

District Chief Business Officer Signature: _____

Date: _____

(or Authorized Designee)

FORMAT EXAMPLE ONLY

California Community Colleges
Chancellor's Office

District: _____
College: _____
RFA Number: 23-020

APPLICATION BUDGET
DETAIL SHEET

Program Year: 2023-24
Source of Funds: Prop 98

Object of Expenditure	Classification	Requested Funds	Gen. Fund 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' Salaries ² <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 Director ³ <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2140	Classified Salaries, Non-instructional (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, Non-instructional (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.

District: _____
College: _____
RFA Number: 23-020

[illegible]

Crossover Chart

*Expenditure by Object Titles (EOT)**

Use This (CCCCO 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

Use This <i>(CCCCO Reports EOT Number)</i>		For This <i>(Budget and Accounting Manual EOT Number)</i>	
2100	Classified Salaries, Noninstructional <i>(Use same subcategory detail as object 1200)</i> 2110: Supervisor ¹ , 2120: Project Director ² , 2130: Counselor, 2140: Other	2100	Classified Salaries, Non- Instructional, Regular Salary Schedule
2200	Instructional Aides' Salaries	2200	Classified Salaries, Noninstructional Aides, Regular Salary Schedule <i>Direct Instruction, Other</i>
2300	Classified Salaries, Noninstructional <i>(Use same subcategory detail as object 1200)</i> 2310: Supervisor ¹ , 2320: Project Director ² , 2330: Counselor, 2340: Other	2300	Classified Salaries, Non- Instructional, Non-Regular Salary Schedule
2400	Other	2400	Academic Salaries, Noninstructional, Regular Salary Schedule <i>Direct Instruction, Other</i>
3000	Employee Benefits	3000	Employee Benefits <i>(3100-3900): STRS Fund, PERS Fund, Old Age, Survivors, Disability, and Health Insurance (OASDHI), Health and Welfare Benefits, State Unemployment Insurance, Workers' Compensation Insurance, Local Retirement Systems, Other Benefits</i>

4000	Supplies and Materials	4000	Supplies and Materials <i>Instructional and Noninstructional Supplies and Materials (have a useful life of less than one year) (i.e., office, library, medical, food periodicals, magazines, pictures, maps computer software)</i>
5000	Other Operating Expenses and Services	5000	Other Operating Expenses and Services <i>Depreciation, Dues and Memberships, Insurance, Legal, Election and Audit Expenses, Personal and Consultant Services, Postage, Rents, Leases and Repairs, Self-Insurance Claims, Travel and Conference Expenses, Utilities and Housekeeping Services, Other</i>
6000	Capital Outlay	6000	Capital Outlay <i>6400 Equipment (i.e., desk, chairs, vehicles, etc.)</i>
7000	Other Outgo	7000	Other Outgo <i>(7100-7900): Debt Retirement, Interfund Transfers-Out, Other Transfers, Student Financial Aid, Other Payments to/for Student, Reserve for Contingencies</i>

- Please refer to the *California Community Colleges Budget and Accounting Manual*
- <https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/College-Finance-and-Facilities-Planning/Fiscal-Standards-and-Accountability-Unit/Manuals>
 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.