

**CHANCELLOR'S OFFICE  
CALIFORNIA COMMUNITY COLLEGES**

**ACADEMIC AFFAIRS DIVISION  
INSTRUCTIONAL PROGRAMS AND SERVICES UNIT**

***Career Advancement Academy Grant***

**REQUEST FOR APPLICATIONS SPECIFICATIONS  
Instructions, Terms and Conditions  
RFA Specification No. 06-0091**



**Program and Funding Fiscal Year: 2006-2007**

**DUE DATE: NO LATER THAN 5 P.M. February 22, 2007**

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# **Part 1**

## **Instructions**

**CAREER ADVANCEMENT ACADEMY**

**A. Introduction**

This document contains general instructions, procedures, formats, and timelines for submitting project applications to the Chancellor's Office of the California Community Colleges.

Applicants are also encouraged to review the [Grants and Contracts Guidelines](http://www.cccco.edu/grants/grants.htm) (available online at [www.cccco.edu/grants/grants.htm](http://www.cccco.edu/grants/grants.htm)), which are designed to assist college staff in preparing applications or administering grants. It is organized to follow, as closely as possible, the chronological steps in the grant process from development of a Request for Applications (RFA) to the submission and review of reports.

Applications must be submitted using the format and sequence described in these Instructions and address the Request for Applications (RFA) Specification for the project for which funding is sought.

**B. Program Overview**

The Governor's 2006-07 Budget appropriated \$20 million funds for the Career Technical Education Program for the purpose of aligning career-technical education curriculum between K-12 and community colleges in targeted industry-driven programs. The overall goal of these funds is to strengthen California's workforce development efforts by linking the State's investment in economic development with the State's investment in public instruction and other significant public investments.

A total of seven project types have been identified for potential funding under the \$20 million appropriation. In addition to the project types, \$300,000 has been identified within the appropriation to conduct an in-depth evaluation of the projects' effectiveness. The following chart provides an overview of the project types and proposed allocations.

Career Technical Education Funding Plan		
Project Types	Appropriated	Percentage
<b>Health Workforce Innovation Partnerships:</b> Competitive RFAs for comprehensive programs for the enhancement and development of health-related career pathway programs in grades 7-12 and the articulation and alignment of health-related curriculum between k-12 and the colleges. In addition to student enrollment and piloting coursework, activities include outreach, curriculum modification and articulation.	\$2,500,000	12.5%
<b>Faculty and Counselor In-service:</b> Funding for pairs or teams of college faculty and counselors to work in industry or with industry associations and professional organizations to bring back high growth, high demand industry sector knowledge regarding education and program needs.	\$ 1,400,000	7.0%
<b>Evaluation</b> in depth evaluation of the project types effectiveness.	\$ 300,000	1.5%
<b>Career Advancement Academies:</b> Projects target 18-30 year-olds who have dropped out or lack basic skills by offering preparation for career technical training in various high demand industry sectors while continuing to provide academic preparation in a real world, experiential learning context. Requires industry match.	\$5,000,000	25.0%
<b>Skills for the 21st Century Economy:</b> These projects would provide students with instruction in new competencies needed for emerging industries. (Two project)	\$ 600,000	3.0%
<b>Curriculum Planning for Emerging Industries:</b> These projects would focus on locating new emerging industries and developing model curricula for instruction in those industries. Requires significant industry or research lab partners.	\$ 4,500,000	22.5%
<b>Teacher Preparation Pipeline:</b> This project proposes to support K-16 projects to meet anticipated CTE teacher shortages. Curriculum will require components to strengthen Math and Science disciplines within the CTE competencies.	\$ 5,200,000	26.0%
<b>Expanded Leadership, Support and Participation of Economic and Workforce Development Centers:</b> This project is to support, on an on-going basis, improved linkages and career-technical education. These funds would create a northern and southern hub.	\$ 500,000	2.5%
<b>Grand Total</b>	<b>\$20,000,000</b>	<b>100.0%</b>

The intent of the **Career Advancement Academy (CAA) Programs RFA** is to fund projects that will establish pipelines for undereducated, underemployed youth and young adults who will have the opportunity to increase their performance levels in reading, writing and mathematics, and obtain career technical training skills that will lead to careers and additional higher education opportunities. Projects should have a regional focus and use a phased or sequenced approach that is responsive to local and regional labor market demands. Projects will build on existing effective practices, and must include broad-based advisory committees made up of community college districts, business and industry representatives, Local Workforce Investment Boards, Regional Occupation Centers and Programs (ROCP), Adult Education Programs and labor organizations.

### C. Categories for Which Funding is Available

The following category is available for funding in this RFA:

Specification Number	Specification Title	Number of Grants Available	Funds Available per Grant	Term of Grant
06-0091	Career Advancement Academy Programs	3	\$1,666,666	12 months

It is the intent of the Chancellor's Office that these grants should be implemented in multiple regions of the state, in a variety of industry sectors, and with a variety of program models. The geographical location of the projects, the industry sector of the projects or the inclusion of programs that lead to employment in high wage/high growth fields and, where applicable, apprenticeships will be determining factors in the awarding of the grants.

### D. Eligibility/Fiscal Agents

Only California Community College districts are eligible to be the fiscal agents for these grants. Other partners may include business and industry representatives, Local Workforce Investment Boards, Regional Occupation Centers and Programs (ROCP), Adult Education Programs, community-based organizations, and labor organizations.

Consideration will be given to award a project in each of three regional areas designated below. A single college district or a consortium of college districts can apply as a regional center.

**Northern Region:** Butte-Glenn, Cabrillo, Chabot-Las Positas, Contra Costa, Feather River, Foothill-D Anza Lassen, Lake Tahoe, Los Rios, Marin, Mendocino-Lake, Napa, Ohlone, Peralta, Redwoods, San Jose-Evergreen, San Francisco, San Mateo, Shasta-Tehama-Trinity, Siskiyou, Sierra, Solano, Sonoma, West Valley and Yuba.

**Central Region:** Allan Hancock, Antelope Valley, Gavilan, Hartnell, , Monterey Peninsula, Kern, Merced, San Joaquin Delta, San Luis Obispo, Santa Barbara, Santa Clarita, Sequoias, State Center, Ventura, West Hills, West Kern and Yosemite.

**Southern Region:** Barstow, Cerritos, Chaffey, Citrus, Coast, Compton, Copper Mountain, Desert, El Camino, Glendale, Grossmont-Cuyamaca, Imperial, Long Beach, Los Angeles, MiraCosta, Mt. San Antonio, Mt. San Jacinto, North Orange Co., Palomar, Palo Verde, Pasadena, Rancho Santiago, Rio Hondo,

Riverside, San Bernardino, San Diego, Santa Monica, South Orange, Southwestern and Victor Valley.

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

If any ambiguity, conflict, discrepancy, omission, or other error in this RFA is discovered, immediately notify the Chancellor's Office of the error and request a written modification or clarification of the document. A clarifying addendum will be given to all parties who have obtained the 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.

The contact person for this RFA is Ken Nather, (916) 322-9048.

#### **F. Application Format and Instructions**

The following instructions prescribe the format and sequence for the development and presentation of the application. In order to receive the highest possible score the application format instructions must be followed, all questions must be answered, and all requested data must be supplied. Applicants are expected to use the forms provided, except where a narrative format is required, and the RFA Specification to prepare the project applications. (A list of the required application forms is shown in Appendix A.) Forms are available for download at:

[http://www.cccco.edu/divisions/esed/aa\\_ir/grants\\_rfas/grants\\_rfa\\_forms.htm](http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm)

Computer facsimiles of the forms provided on the Chancellor's Office website may be used, but under no circumstance may the language on these forms be altered. Any application using altered language on the forms will be disqualified and the applicant district may be barred from future grant competitions.

All narrative portions of the grant application should be in 12 point font or larger, with minimum 1" margins.

The Chancellor's Office may require the applicant to make adjustments in the budget, workplan, or other aspects of the application prior to funding the grant.

The follow list constitutes the entire grant packet to be submitted to the Chancellor's Office by 5:00 p.m. on Thursday, February 22, 2007:

- 1. Face Sheet**  
Complete the Grant Agreement Face Sheet.
- 2. Contact Page**  
Complete the Contact Page.

**3. Application Consortium Data Sheet**

Complete the Application Consortium Data Sheet, listing all partners in the project and the role they will play in the implementation of the project. All partners must play an active role in the project. All partners must sign the Application Consortium Data Sheet.

**4. Application Abstract**

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

**5. Table of Contents**

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

**6. Need** (*Use a narrative format.*)

**Maximum Points—15**  
**PLEASE LIMIT TO FOUR PAGES**

Concisely describe the need for the project and how it addresses the scope listed in the related RFA Specification.

A clear need statement will, at a minimum, include:

- a. Scope of problem being addressed: local, regional, and/or statewide;
- b. Reference source(s) for substantiation of need statement; and
- c. Target group(s).

**7. Response to the Need** (*Narrative format*)

**Maximum Points—15**  
**PLEASE LIMIT TO SIX PAGES**

Review the "Response" section of the RFA Specification to determine what issues need to be addressed.

A clear response will, at a minimum:

- a. Describe proposed methodologies and solutions that will address the identified need; and
- b. Describe the capacity of the applicant to successfully implement the project.



## 8. **Workplan**

See Appendix A for an example of the Workplan form, which is available online at:

[http://www.cccco.edu/divisions/esed/aa\\_ir/grants\\_rfas/grants\\_rfa\\_forms.htm](http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm)

### a. **Objectives** **Maximum Points—15**

The RFA Specification has identified minimum required objectives. Additional objectives may be added. The objectives should be numbered. Each new objective must be stated in measurable terms and started in a new file if the Chancellor's Office excel format is used.

*Example Objective:* Develop a sequence of contextualized reading, writing, and math skills courses that lead to a career pathway in an area of industrial need.

### b. **Activities** **Maximum Points—10**

- (1) Address, at a minimum, the required activities listed in the RFA Specification. Additional activities may be included; examples of permissible activities are provided.

### c. **Measurable Outcomes** **Maximum Points—15**

- (1) Address the Measurable Outcomes as listed in the RFA Specification for which you are applying. Indicate whether the outcomes are short-term or long-term.
- (2) Clearly link the outcomes to the objectives and activities. Describe the outcomes in qualitative and quantitative terms.

*Example Objective:* Develop a sequence of contextualized reading, writing, and math skills courses that lead to a career pathway in an area of industrial need.

*Example Outcome:* Six (6) new reading, writing and mathematics courses that align with the occupational courses offered by the academy will be developed. Three hundred students from six local community colleges will successfully complete the courses and demonstrate expected performance levels in reading, writing, and mathematics.

d. **Timelines**

Provide the projected completion date for key activities within the term of the grant. Identify the month in which objectives will be completed.

e. **Responsible Person(s)**

Identify, by position, individual(s) responsible for completing activities.

9. **Project Management**

**Maximum Points—10**  
**PLEASE LIMIT TO SIX PAGES**

Review the “Project Management” section of the RFA Specification to determine what issues need to be addressed.

The Project Management Plan must include, at a minimum:

- a. An organizational chart for operating the project.
- b. A description of the responsibilities and the amount of time that staff will be devoting to project activities.
- c. Evidence of each partner’s commitment that details the scope, nature, and characteristics of the commitment. **Do not send general letters of support.**

10. **Application Budget**

**Maximum Points—10**

The purpose of the budget is to indicate that the project is well planned and reasonable in scope.

- a. Complete an Application Budget Summary. Identify matching funds where applicable. (See RFA Specification for details.) When entering dollar amounts, round to the nearest dollar. **Do not include cents.**
  1. The indirect cost line item number **nine (9)** may not exceed four percent (4%) of the total direct cost line item number **eight (8)**.
  2. The district Chief Business Officer’s signature is required **(ink color other than black)**.
- b. To substantiate the Application Budget Summary, submit a Budget Detail Sheet. List the cost breakdown of each budget classification amount requested.

1. See RFA Specification to determine allowable supervision/administration costs (those not directly involved in the day-to-day ongoing activities).
2. See RFA Specification to determine whether equipment costs are allowed.
3. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. List travel purpose and estimated cost. Include out-of-state travel as a separate line item.
4. An applicant may not propose to use grant funds to cover staff costs or to compensate any outside individual or firm for services associated with preparing the grant application.

**11. Dissemination Maximum Points—5**

Describe how you will distribute materials or products developed through this grant to other community colleges, ROCPs, Adult Education Programs, Local Workforce Investment Boards, resource libraries, community-based organizations or other organizations. Project staff is encouraged to disseminate their findings and work products through State and regional conferences. See the RFA Specification in Part 2 for more details.

**12. Overall Feasibility of the Project Maximum Points—5**

While not a category to be addressed separately in the application, overall feasibility is a rated area on the scoring sheet. The reviewers have an opportunity to consider whether the project is realistically capable of attaining the required and proposed outcomes. Reviewers will consider the entire application in the context of the RFA Specification to make a final, overall appraisal of the project proposal. The intent is to judge the cohesiveness and viability of the project.

**13. Application Procedure**

- a. Assemble eight (8) copies of the application, three (3) of which must contain original signatures (**ink color other than black**) of the district Chief Business Officer (or authorized designee) and the Project Director or Responsible Administrator on the budget summary sheet.

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

- b. Staple the application in the upper left-hand corner. Please do not include appendices or other supplemental information unless specifically requested in the RFA Specification or these Instructions.
- c. Applications should be directed to:

Ken Nather  
California Community Colleges  
Division of Academic Affairs  
1102 Q Street  
Sacramento, CA 95814-6511  
**Attention: Career Advancement Academy Grant  
Application Enclosed**

#### **G. Rejection of Application**

***The Chancellor's Office reserves the right to reject any and all applications received.***

A grant application **shall** be rejected prior to scoring if:

1. It is received at the Chancellor's Office **later** than 5 p.m. on **Thursday, February 22, 2007**. Postmarks will not be accepted. (*Note: If your application is late because you used a commercial carrier that guaranteed delivery by the application deadline, we will accept it only if the district provides evidence that the carrier guaranteed delivery and was responsible for failing to make the delivery by the deadline.*)
2. The RFA Specification Number cannot be readily ascertained.
3. It does not include the proper number of originals (3), or the originals are not signed in **an ink color other than black**, and number of copies (5) of the following documents:
  - Grant Agreement Face Sheet  
(*Chief Executive Officer's/Designee's signature*)
  - Contact Page
  - Application Consortium Data Sheet
  - Abstract Page
  - Table of Contents
  - Need Statement
  - Response
  - Project Workplan
  - Project Management Plan

- Dissemination Plan
- Application Budget Summary
- Application Budget Detail Sheet – Program funds
- Application Budget Detail Sheet – Matching funds

**H. Calendar of Key Dates** (Dates are subject to change by the Chancellor's Office.)

**RFA Activity Dates:**

Deadline for submitting applications	<b>Thursday, February 22, 2007, 5 p.m.</b>
Reading of applications	March 1 – 2, 2007
Notification of Intent to Award	March 7, 2007
Appeal deadline	March 21, 2007
Board of Governors Approval (for grants over \$100,000)	May 7 – 8, 2007
Project Commencement	July 1, 2007

**Reporting Dates:**

Quarterly Progress Reports and Expenditure Statement	October 15, 2007 January 15, 2008 April 15, 2008
Final Report and Final Expenditure Statement	August 31, 2008

## Application Submission Checklist

**NOTE:** This checklist is a tool to use when filling out applications. If the application contains the following information in the order given, the packet will be complete

- ☐ Eight complete applications, three of which have original signatures on the Application Budget Summary (Chief Business Officer/Designee)
- ☐ Contact Page
- ☐ Application Consortium Data Sheet
- ☐ Abstract Page
- ☐ Table of Contents
- ☐ Need Statement
- ☐ Response
- ☐ Project Workplan
  - ☐ Objectives
  - ☐ Activities
  - ☐ Outcomes
  - ☐ Timeline
  - ☐ Responsible Persons
- ☐ Project Management Plan
- ☐ Dissemination Plan
- ☐ Application Budget Summary
- ☐ Application Budget Detail Sheet – Program funds
- ☐ Application Budget Detail Sheet – Matching funds
- ☐ Staple completed packets in upper left corner

## **Part 2**

### **Request for Applications Specification**

**Part 2**  
**Request for Applications Specification**

**CAREER ADVANCEMENT ACADEMY**

The grants awarded through this RFA Specification are for the first year of up to a three-year project. Additional funding is contingent upon satisfactory completion of the prior year's objectives, available funding, and submittal of a grant renewal application.

<b>RFA Specification Number:</b>	<b>06-0091</b>
<b>RFA Specification Title:</b>	Career Advancement Academy Programs
<b>Program Division:</b>	Academic Affairs
<b>Division Vice Chancellor:</b>	Carole Bogue-Feinour
<b>Program Staff Contact:</b>	Ken Nather
<b>Funding Performance Period:</b>	July, 1, 2007 – June 30, 2008
<b>Funding Category:</b>	SB 70
<b>Total Amount Available:</b>	\$5,000,000
<b>Award Amount:</b>	\$1,666,666
<b>Required Match</b>	50% of grant award (Cash or In-Kind)
<b>Number of Awards:</b>	Three (3)

**I. INTRODUCTION**

This Request for Applications (RFA) Specification describes the project requirements for applications for Career Advancement Academy (CAA) Programs. When preparing applications for this project, applicants must also use the Instructions contained in Part 1 of this document. The Instructions contain the required elements for the applications and must be followed in developing the proposals and implementing the projects.

This RFA will fund projects that establish pipelines for undereducated, underemployed youth and young adults who will have the opportunity to increase their performance levels in reading, writing, and mathematics and obtain career technical training skills that will lead to careers and additional higher education opportunities. The projects will draw on the ability of the workforce system to provide linkages with business and industry for career pathways linked to regional growth occupations. Through this project the colleges will create effective Basic Skills programs, combining skills development with career orientation, leading to short-term career training linked to continuing college and career pathways in industry sectors with high growth employment opportunities.



The workforce system is defined as a number of active partners including the Local Workforce Investment Board, Regional Occupational Center and Program (ROCP), Adult Education Programs, business and industry, labor organizations, and community-based organizations. The partners will forge strong linkages with business and industry in the development of the curriculum and expected outcomes. These partners will also work with the colleges in designing and implementing broad-based outreach, providing individual support and case management, and employment links to businesses and labor, including apprenticeships.

Colleges that participate must demonstrate a strong capacity to implement projects that strengthen existing Basic Skills and occupational programs. The intent is to build relationships among the regional stakeholders including the Local Workforce Investment Board, ROCP, Adult Education Programs, business and industry, labor organizations, and community-based organizations. These collaborative efforts will result in model aligned curriculum and advisory bodies that link education to the regional labor, business and industry standards.

## **II. LEGAL TERMS AND CONDITIONS**

If the project is funded, the grant agreement will include the RFA Specification, grant application, and all forms and the Legal Terms and Conditions contained in Articles I and II (see Appendix B). Successful applicants must retain copies of all documents for future reference for at least five years after the project's financial statements have been closed.

## **III. STATEWIDE REPRESENTATION AND PROGRAM VARIETY**

It is the intent of the Chancellor's Office that these grants should be implemented in multiple areas of the state, in a variety of industry sectors and with a variety of program models. The geographical location of the projects, the industry sector of the project, or the inclusion of programs that lead to apprenticeship may be determining factors in the awarding of the grants. The Chancellor's Office and the California Workforce Investment Board retain sole discretion in the awarding of these grants.

## **IV. ABSTRACT**

Each application must include a brief abstract that simply and concisely summarizes the project. The Abstract must not exceed the space on the front of the form. Briefly comment on the objectives, procedures, expected contribution, or impact and resulting products and/or services. Describe the focus of the project and the key services to be provided. The project will require evidence of commitment from partner agencies.

## **V. NEED SECTION**

### **A. Purpose**

This RFA will fund three model regional Career Advancement Academy (CAA) programs ideally operating in different areas of the state. Each of the programs will establish pipelines for undereducated, underemployed youth and young

adults who will have the opportunity to increase their performance levels in reading, writing, and mathematics, and obtain career technical training skills that will lead to careers and additional higher education opportunities. The projects will draw on the ability of the workforce system to provide linkages with business and industry for career pathways linked to regional growth occupations. The workforce system will also be instrumental in designing and implementing broad-based outreach, providing individual support and case management, and employment links to businesses and labor, including apprenticeships.

Through this project the colleges will create effective Basic Skills programs, combining skills development with career orientation, leading to short-term career training that is linked to continuing college and career pathways in industry sectors with high employment opportunities in the service areas. Each project will be designed to serve as a regional prototype offering instruction in remedial/developmental education and industry driven occupational training. Initial development of the model will occur via the establishment of three demonstration projects. The projects will be expected to enroll substantial numbers of targeted young adults and will incorporate independent evaluation as part of the design. At the end of the pilot period, assessment will be conducted regarding student success and challenges faced. Each project needs to be designed with the goal that it eventually becomes self-sustaining after the grant funds are no longer available.

### **Project Features**

1. The target population will include but not be limited to Workforce Investment Act (WIA) eligible older youth and young adults, out-of-school youth, transitioning/emancipated foster youth, and basic skills deficient youth and young adults (approximately 18-30 years of age).
2. Colleges will work with local workforce and human service partners to ensure students have access to appropriate support services during the students' enrollment in the project activities.
3. Colleges will work with local business and industry partners in the development of the contextualized Basic Skills and occupational skills curricula.
4. Prior to selection and enrollment in the Basic Skills curriculum, the colleges will conduct an assessment of each participant to determine his/her level of reading, writing and mathematics achievement. The individual's performance on the assessment will determine enrollment as follows:
  - a. Individuals assessed with a minimum of a seventh to eighth grade performance in the Basic Skill areas will be enrolled in up to 18-weeks of contextualized Basic Skills curriculum. The length of this component will

depend upon the college's regular term length, which may extend to 18 weeks.

- b. Individuals assessed at less than a seventh grade performance level in the Basic Skill areas may be referred to the local ROCP, Adult Education Program or the college's Basic Skills program.
  - c. Individuals assessed at higher than a tenth grade performance level in the Basic Skill areas may be referred directly to an occupational program offered by the colleges. These individuals may also be directed to a contextualized Basic Skills component while simultaneously enrolling in an occupational curriculum offered by the Career Advancement Academy.
5. During the student's initial participation in the Basic Skills phase, the community colleges will provide students with intensive Basic Skills instruction that will include, when appropriate, English as a Second Language using contextualized learning (i.e., using content and vocabulary of the occupational program areas).
6. During the Basic Skills instruction, students will work with program staff/counselors and local business and industry partners to determine occupational aptitudes and explore occupational opportunities.
7. Career Advancement Academies should be designed to function as a bridge program. Following initial participation in the Basic Skills curriculum activity, students will, with the assistance of staff/counselors:
- a. Seek employment opportunities with a high wage/high growth field with regional industry partner, if adequately prepared;
  - b. Select a short-term occupational certificate of completion program in an occupational area offered by the Career Advancement Academy during the second term to further develop the industry skill sets identified by the partners.
  - c. Enroll in an existing Certificate of Achievement program that is offered by the college and that may lead to an Associate Degree;
  - d. Enroll in an approved apprenticeship program;
  - e. Enroll in another post-secondary occupational or academic program offered by the colleges that may lead to an Associate Degree; OR
  - f. Pursue an entrepreneurial pathway for eventual self-employment. Individuals will receive assistance with mentoring opportunities accessing services of the Small Business Development Centers, micro-enterprise financing and other support services in the region.

8. The pilot training programs will be industry-driven and offer education and training for career-oriented occupations available in regional labor markets.
9. The pilot programs will incorporate and build upon the core functions and roles of each partner to support participants while in the program and as they transition to career and further educational pathways.

**B. Completion of Need Statement**

**(Total Maximum Points -- 15)  
PLEASE LIMIT TO FOUR PAGES**

Provide a narrative statement describing the need for the proposed project, using supporting data to substantiate the need. Pertinent information may include economic and labor market data, industry labor force needs, and local/regional education trends and programs including apprenticeship opportunities. Describe regional workforce and education issues that are currently not being addressed by existing efforts.

A clear Statement of Need will concisely:

1. Describe the need for the project being addressed, the scope of the need, target group(s), the outcomes expected, and how the identified need is applicable to the RFA Specification.
2. Describe how the proposed project would enhance education system linkages with local employers, labor, ROCP, Adult Education Programs and human service organizations.
3. Describe the relevance of the proposed occupational program areas in addressing the regional industry standards for entry-level positions in high wage/high growth fields.
4. Describe how the project will incorporate student support services to provide students enrolled in the project with the resources to complete all activities.
5. Address other unique areas of need identified within the region.

**V. RESPONSE TO NEED SECTION**

(Narrative format)

**(Maximum Points -- 15)  
PLEASE LIMIT TO SIX PAGES**

Provide a narrative statement describing how the proposed project will create, improve, expand and/or strengthen Basic Skills program alignment to occupational skills programs and regional industry standards. Additionally, the narrative should include a description of how this alignment will contribute to the students' success and transition to employment or other training and education opportunities following enrollment.

- A.** Explain how your response addresses the gaps identified in the "Need" Section.
- B.** Describe how the proposed project differs from efforts already underway. Explain the value-added aspects of the proposed project.

- C. Describe how colleges, ROCP, Adult Education Programs and other partners, including business partners, Local Workforce Investment Boards and community-based organizations will participate in the project. Describe in depth the roles of each of these partners involved in the project.
- D. Demonstrate relevance to and support by business. Describe how the project meets regional business and industry needs. List any other partners involved, such as labor, economic development organizations, apprenticeship programs, etc.
- E. Describe the capacity of the partnership to implement the proposed project that will ensure short-term as well as long-term outcomes.
- F. Describe any proposed methodologies and solutions that will enhance performance outcomes.
- G. Specify learning outcomes of Basic Skills instruction.
- H. Specify learning outcomes of occupational certificate of completion programs.
- I. Describe any aspect of the project that would be unique or exemplary.
- J. Demonstrate what steps will be taken to sustain and institutionalize the proposed solution, both short-term and long-term actions.
- K. Describe how the project could be replicated regionally and how the project will assist start-ups wishing to link to the project.
- L. Provide enough information to convince the reviewer that the proposed objectives, approaches/solutions are feasible and will ultimately result in having a positive impact on a major region of the state.

## **VI. WORKPLAN**

**(Total Maximum Points -- 40)**

Use the Workplan form that is available online at:

[http://www.cccco.edu/divisions/esed/aa\\_ir/grants\\_rfas/grants\\_rfa\\_forms.htm](http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm)

to outline the sequence of objectives, activities, measurable outcomes, timelines, and responsible persons. Timelines with target months of completion for project objectives are preferable to specific dates. Develop project-specific objectives, and activities based on the Minimum Required Objectives, and Activities as stated below.

## **A. Minimum Required Objectives, Activities and Measurable Outcomes**

### **Objectives**

**(Maximum points – 15)**

The following are the Minimum Required Objectives; others may be added to meet project objectives. Start each objective on a new page on your Project Workplan form. The overall project work plan design must include these elements:

1. Engage faculty in the development and implementation of contextualized Basic Skills courses that align with existing career technical education curriculum in emerging high wage, high growth career fields that offer employment opportunities.
2. Address the current skill needs of business and industries in the career technical programs provided by the college.
3. Provide intensive education and training for those students who choose to be prepared for career and technical employment opportunities in less traditional and more expeditious methods while maintaining and/or improving student competencies.
4. Support student success through dynamic partnerships with the Local Workforce Investment Boards, human services agencies, community-based organizations and the college's existing student support services.
5. Explore new and more relevant career and technical practicum models that integrate coursework and student internship for students such as cooperative work experience and apprenticeship.
6. Disseminate materials and curriculum to other community colleges interested in linking to a career advancement academy.

### **Required Activities**

**(Maximum Points – 10)**

The following are the Minimum Required Activities; others may be added as necessary to meet project objectives. (Examples of additional permissible activities follow the required activities.) Outline each of the activities that will be implemented to accomplish each of the project's objectives.

1. Ability to leverage resources, both internally and externally, to support this project.
2. Design a project that will attract the targeted population of 18-30 year olds who are not currently served by college programs.
3. Design a project that delivers contextualized Basic Skills and certificate of completion curricula that meets the industry needs for an educated and trained local workforce.
4. Formation or use of existing partnerships with business, labor, industry and civic agencies to support the implementation and success of the project.

5. Create new industry partnerships with regional business, labor and industry in high wage/high growth fields.
6. Document career pathways in emerging high wage/high growth industries. The identified sequence of courses for these career pathways will include, among other elements:
  - Identification of the Basic Skill needs of students enrolled in the project through the assessment process to ensure placement in the appropriate level of contextualized learning.
  - Agreement among education, business, labor and industry on what students need to learn in order to be employable and productive in the regional labor market.
7. Develop regional collaboratives among ROCP, Adult Education Programs, Local Workforce Investment Boards, community-based organizations and community college faculty to redesign or align curriculum and foster program sustainability.
8. Provide outreach activities regarding high wage/high growth career opportunities to regional community, including high schools, other Local Workforce Investment groups, community-based organizations and the economic development community within the region.
9. Provide professional development for counselors and student support personnel to ensure program viability and student access.
10. Create worksite-learning opportunities for students (i.e., internships, job shadowing, cooperative work experience education, community classroom, etc.).
11. Develop a means to inform students about the options for continued study after they have completed the remediation courses.

**Permissible Activities:**

1. Develop or expand certificate programs in collaboration with business, labor and industry representations and community college faculty designed to meet the needs of the targeted population of 18-30 year olds. NOTE: Prior to the college's offering any new Certificate of Achievement programs developed in conjunction with this project, the college must have System Office program approval.
2. Develop strategies to improve student career awareness and planning.
3. Develop resources from the private sector to improve engagement with low-achieving students.
4. Provide outreach by community colleges to agencies serving the targeted population to acquaint this population with postsecondary education experiences, thereby encouraging these individuals to continue their education. Such outreach may include facilitation of students' enrollment in contextualized literacy skills curriculum or a career technical education program offered at the community college.
5. Improve the quality of career exploration and career outreach materials.

**Measurable Outcomes****(Maximum Points – 15)**

Outcomes should clearly link to the Minimum Required Objectives and Activities. Describe the outcomes in qualitative and quantitative terms. Identify both short term and long-term outcomes/results. Examples:

*Example Objective:* Develop a sequence of contextualized reading, writing, and math skills courses that lead in a career pathway in an area of industrial need.

*Example Outcome:* Six (6) new reading, writing and mathematics courses that align with the occupational courses offered by the academy will be developed. Three hundred students from six local community colleges will successfully complete the courses and demonstrate expected performance levels in reading, writing, and mathematics.

**B. Reporting**

SB 70 requires the Chancellor's Office to implement accountability measures and provide a report to the Legislature. To provide this information, the Chancellor's Office will require that projects report on activities and expenditures on at least a quarterly basis.

The following is a sample listing of outcomes or events the project grantees are expected to report:

- Number of students enrolled in CAA programs
- Number of students successfully completing 18-week contextualized Basic Skills accelerated curriculum
- Number of students who subsequently enroll in and successfully complete:
  - 18-week accelerated certificate of completion program,
  - Certificate of Achievement programs,
  - Associate Degree programs, or
  - An approved Apprenticeship programs.
- Number of students who:
  - Enter employment with industry partner subsequent to successful completion of the Basic Skills instruction,
  - Enter employment in other industry subsequent to successful completion of the Basic Skills instruction, or
  - Pursue an entrepreneurial pathway.
- Curriculum developed, revised or expanded
- Number of workshops, professional development activities for faculty and staff, including the number of participants
- Number of new labor, business and industry partnerships developed
- New, innovative courses developed to respond to labor market demand



- Procedures to disseminate materials and information regarding model practices regionally or statewide

## **VIII. PROJECT MANAGEMENT PLAN**

**(Maximum Points -- 10)**

### **A. Organization:**

- Provide a description of the partners/participants in the project that includes information about collaborative projects that have been completed in the past.
- Indicate which entity or entities will take the lead role(s) in the various project components and describe the roles of each of the other partners. Include an organizational chart showing the project structure lines of accountability of the project.
- Describe the capacity of the district/college participants to successfully implement the project.
- Describe the commitment of each organization that will support the project.
- Describe the organizational management and lines of accountability of the project.
- Describe the provisions for accountability of expected results, methods of accounting (including cash management) and reporting, and the process for monitoring progress.
- For activities such as curriculum development, staff development, or other career focused professional matters, describe how the local faculty were involved in the planning of and application for this project.
- Describe the procedures in place for facilitating administration of the project, such as how performance information is used to improve management and outcomes of the project.
- Describe the project's strategy for continuous resource development and sustainability to continue to implement project activities after the initial funding period is over.

### **B. Project Director:**

Identify an individual who:

- Implements the everyday work of the project and the grant objectives.
- Develops budget expenditures and allocates resources to the project.
- Demonstrates experience and expertise in the areas of Basic Skills and occupational skills as identified in the RFA.
- Holds final responsibility for all compliance activities related to the grant, including the quality and integrity of the data reported, and quarterly reports, budget details, and monitoring visitations from state officials.
- Serves as the primary contact identified for all correspondence sent from the Chancellor's Office.

### **C. Project Staff:** Describe the role of the staff of each of the partners involved with the project, including a description of prior experience as

related to the subject area of this project. Include an organizational chart and list of staff positions. Provide a description of their prior experience as related to the subject area of this project.

**D. Evaluation:** Describe how this project will be evaluated

**IX. APPLICATION BUDGET FORMS (Maximum Points -- 10)**

The main purpose of the budget is to indicate whether the project is well planned and reasonable in scope. Technical errors in the budget can be changed if the project is recommended for funding, as long as the request does not exceed the maximum amount allowable. The application must follow the guidelines and procedures for the budget described in the *Instructions*.

All applicants must complete the Application Budget Summary form, which is available in Excel format at:

[http://www.cccco.edu/divisions/esed/aa\\_ir/grants\\_rfas/grants\\_rfa\\_forms.htm](http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm)

The district Chief Business Officer's signature is required on the Application Budget Summary. **Use an ink color other than black for signatures.** When entering dollar amounts, round off to the nearest dollar and identify all matching funds; **do not type cents.** To substantiate the Application Budget Summary, submit Budget Detail Sheets. Budget Detail Sheets list the cost breakdown of each budget classification amount requested. Complete a separate Budget Detail Sheet for each funding source and each matching source.

Funds may not be used to supplant existing funded career technical education and Basic Skills programs. Program funds are to be used for direct services to the project only. If partnership agencies are will be receiving a portion of the funding, the budget detail must clearly identify this information under Object of Expenditure Code 5000.

The performance period and term of the individual grant will be on the grant agreement face sheet that is signed by all of the parties to the agreement.

**Equipment Purchases**

**Equipment purchases may not exceed 50% of total grant funds.** Equipment purchases must be justified as dedicated and necessary to successful implementation of the project. Applicants intending to purchase equipment must justify the purchase in terms of the intended usage of the equipment and its accessibility to multiple users. (Note: See Article II, paragraph 19, in Appendix B regarding property purchased with program funds.)

**Travel**

District travel and reimbursement policies apply for Travel (Object 5000). Only travel necessary to implement the project is allowed. List the purpose of travel and the estimated cost. The costs of meals and transportation involved with

conveying students for the purposes of career exploration, job shadowing, etc., are eligible uses of project funds.

It is not anticipated that there will be a significant need for out-of-state travel; however, if the project intends to use any project funding for out-of-state travel, a detailed explanation and justification must be provided. List any proposed out-of-state travel as a separate line item in the budget. The project monitor must approve out-of-state travel in advance.

### **Indirect Administrative Costs**

The indirect administrative costs (overhead) for this project cannot exceed four percent (4%) of the total direct costs (line 8 of the application Budget Summary). This amount must be subtracted before taking a percentage of the total. Use the following formula:

$$\begin{aligned}\text{Example: } & \$1,666,666 / 1.04 = \$1,602,563 \text{ (direct costs)} \\ & \$1,666,666 - \$1,602,563 = \$64,103 \text{ (indirect cost)} \\ \text{Total grant: } & \$1,602,563 \text{ (direct costs)} + \$64,103 \text{ (indirect)} = \$1,666,666\end{aligned}$$

### **Matching Resources**

A key factor in considering the award of funds is the level and commitment of partners. Projects are required to show a 50 percent industry match to Program funding. Matching resources may come from various sources and may be cash or in-kind. Additional match from industry sources indicates a stronger project. Match must be dedicated to the real costs of the project.

Examples of industry match include, but are not limited to:

- Staff time of industry partners attending advisory committee meetings or serving as mentors to students and/or faculty.
- Facilities donated by industry for classes and/or meetings.
- Paid internships (business partners paying students' salaries)
- Foundation grants directly related to this project.
- Equipment donations directly related to this project.
- Private donations used to help fund the start-up costs of the project.

**NOTE:** Grantees will be expected to report all industry match actually generated in the final report.

Budget Detail Sheets must be prepared for each donor of matching resources. The budget detail must clearly delineate the proposed expenditures for both the requested Program funds and the matching funds. Budget detail sheets for industry match must have either the signature of the match donor, a written agreement, or an accompanying letter committing the specific resources identified in the budget detail sheet. The responsible person who has the authority to commit the matching resource of the business or organization must

sign the commitment letter. General letters of support that do not specifically describe matching resources are not acceptable.

**X. DISSEMINATION (Maximum Points – 5)**

Describe the products that will result from this project and how they will be disseminated to schools and other key stakeholders. Describe the role of the partner agencies in producing and disseminating information and materials for replication either regionally or statewide. (See Appendix B, Article I, paragraph 4 for more information.)

**XI. OVERALL FEASIBILITY OF THE PROJECT (Maximum Points -- 5)**

**This is NOT a category to be addressed in the application, but is a rated area on the scoring sheet.** The reviewers have the opportunity to consider whether the project is realistically capable of attaining the required and proposed outcomes. This requires the reviewer to consider the Response Section, the Workplan, Proposed Outcomes, and the Budget Section to make a final, overall appraisal of the project proposal. The intent is to judge the cohesiveness and viability of the project. Reviewers will also consider how the proposed program differs from and/or builds upon existing efforts, particularly proposals that include new and creative ways to enhance career technical education pathways.

## Appendix A

### Forms Required for Application:

- Face Sheet
- Contact Page
- Application Consortium Data Sheet
- Abstract
- Project Workplan
- Application Budget Summary
- Budget Detail Sheet
- Match Detail Sheet

### Forms Required for Reporting (funded grants):

- Progress Reports
- Year-to-Date Expenditures
- Final Report of Expenditures

All forms are available at:

[http://www.cccco.edu/divisions/esed/aa\\_ir/grants\\_rfas/grants\\_rfa\\_forms.htm](http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm)

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## **INSTRUCTIONS FOR COMPLETING THE PROJECT WORKPLAN**

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

### **Objectives Section**

The objectives should serve the major goals that will implement the project. Proposed project objectives should be based on the scope of the proposed project while remaining consistent with the Objectives of the RFA Specification. The RFA Specification has identified the Minimum Required Objectives. The applicant must address these objectives for the project. Additional project objectives may be added. Objectives must be itemized and stated in measurable terms. The project objectives must be performance-based. Add any performance measures that will have an overall impact of the project on the region.

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

### **Activities Section**

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

List all major activities associated with each objective. Each objective should be numbered in sequential order as outlined above.

### **Measurable Outcomes Section**

Each objective should result in measurable outcomes that clearly link to the objectives and activities. Describe the outcomes in qualitative and quantitative terms. Address any performance outcomes unique to this project that will result from the implementation of the objectives and activities listed in the Workplan. Examples:

- Objective:** Expand knowledge base of middle school students regarding careers.
- Outcome:** 95% of the students will be able to identify three careers available including the required skills and educational requirements.
- 
- Objective:** Expand knowledge base of career pathway options, high school curriculum and available post-secondary training programs
- Outcome:** 95% of the students will be able to identify at least three career pathway options, high school curriculum and post-secondary training programs that will provide entry into careers.
- 
- Objective** Increase perception of relevance of education
- Outcome:** 95% of the students will have a better understanding of the connection between educational achievement and the world of work.
- 
- Objective** Increase middle schools students' understanding of career goals, interests and aspirations.
- Outcome:** 95% of the students will have conducted research and career interest surveys to identify personal career goals with a preliminary plan to achieve those goals.

### **Timeline Section**

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

### **Responsible Persons Section**

Identify, by position, the individuals responsible for completing key activities. Partners from other entities should be included.

Chancellor's Office  
California Community Colleges

District: \_\_\_\_\_  
College: \_\_\_\_\_  
RFA Specification No.: 06-0091

## PROJECT WORK PLAN

**Objective:** (Based on RFA Specification) (Only one objective per page)

Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons



## Instructions for Progress Report

The Quarterly Progress and Expenditures Report (see sample on next page) is an excel spreadsheet available online at:

[http://www.cccco.edu/divisions/esed/aa\\_ir/grants\\_rfas/grants\\_rfa\\_forms.htm](http://www.cccco.edu/divisions/esed/aa_ir/grants_rfas/grants_rfa_forms.htm)

Information submitted must be cumulative.

Although not required to be included on the report form, grantees must collect demographic data on students, business/industry partners, faculty and counselors participating in the project. This information must be available for submission upon request of the project monitor during the performance period and submitted with the Final Report.

Any products developed as a result of this grant must be made available to the project monitor upon request and posted to a website location to be determined.

Reports must be received by the Chancellor's Office on or before the following deadlines of each year during the performance period:

October 15, 2007  
January 15, 2008  
April 15, 2008  
August 31, 2008

Failure to submit any of these reports can result in withholding of funds.

Reports should be e-mailed to the project monitor.

# Career Advancement Academy Project (RFA No.: 06-0091)

## Progress Report Form

**Grant Number:**

**District/College:**

**Contact Name:**

**Telephone:**

**E-mail address:**

Period covered:	7/1/07- 9/30/07	10/1/07 - 12/31/07	1/1/08 - 3/31/08	4/1/08 - 6/30/08	Final Totals
Number of students enrolled in CAA*					
New students served this quarter*					
Sucessfully completed Basic Skills curriculum*					
Entered certificate of complete course*					
Entered Certificate of Achievement program*					
Entered Associate Degree program*					
Entered an Apprenticeship program*					
Entered employment with industry partner*					
Entered employment in other industry*					
Pursued entrepreneural venture*					
Number of new innovative courses developed					
Number of workshops and professional development activities for faculty and staff					
Number of participants in the workshops and professional development activities					
Number of new business and industry partnerships developed					
Are project activities occurring within anticipated timelines?					

If not, please explain:

Please describe key activities that have occurred during the quarter (success stories, etc.).

\*Statistical data such as age, gender, and ethnicity must be collected and be available upon request

## **Instructions for Final Report Narrative**

1. Using data reported on a periodic basis, describe the outcomes resulting from the project.
2. Describe the extent to which your project contributed to meeting the needs identified in your application,
3. Using the workplan submitted with your grant application, report on the final status of the proposed performance objectives and outcomes
4. Summarize the activities of the project that enhanced the mission of the program.
5. Provide a recommendation of ways to strengthen the collaboration between community colleges and project partners to expand career-technical education programs and related opportunities for students in the targeted population who are currently underserved by the community colleges. Were the partners involved in this project successful in their efforts to expand collaborations? What were the strengths and weaknesses of the partnerships?
6. Provide an assessment of the capacity of community colleges to engage in effective and relevant support necessary for the individual participants' success in the project. What aspects of the project were easily achieved? What were the difficulties that arose?
7. Copies of curriculum developed, advisory group minutes, and other printed materials must be submitted via e-mail to the project monitor and posted on a website to be determined by the Chancellor's Office.

E-mail an electronic copy of the narrative to the project monitor.

## Appendix B

Chancellor's Office, California Community Colleges

### GRANT AGREEMENT

#### ARTICLE I

##### **Career Advancement Academy, RFA Id. Number: 06-0091 Program-Specific Legal Terms and Conditions**

#### **1. Cost and Payments**

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

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant 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 **August 31, 2008**. If the total expenditure of funds is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Grantee agrees to expend matching funds at least equal to the match identified on the face sheet of this Grant. Payments shall be based on project costs reduced to the extent of required matching funds.

#### **2. Budget Changes**

- Grantee may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant is not affected, and the outcomes of the Grant will not be materially affected.

## Appendix B – Article II – Standard Legal Terms and Conditions

- 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 and/or the outcome of the Grant 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 Grants Administration Unit for approval by the Project Monitor. 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. 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. Submit one (1) and one (1) copy of all Quarterly Progress and Expenditures Reports, due on the following dates.

Quarterly Progress and Expenditure Report	October 15, 2007
Quarterly Progress and Expenditure Report	January 15, 2008
Quarterly Progress and Expenditure Report	April 15, 2008
Final Progress and Expenditure Report	August 31, 2008

## **ARTICLE II**

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

(Revision 1/1/04)

#### **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 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.

Modifications or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Vocational and Technical Education Act of 1998, 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. 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 Vocational and Technical Education Act of 1998, 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 have 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, 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.

Contractor 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 Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95814. 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, 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, 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. 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 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 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 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 and Grantee shall not be obligated to perform any provisions of this Grant.
- 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 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 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, but need not execute an amendment to modify the Grant.



## **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, 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 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, 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.

## Appendix B – Article II – Standard Legal Terms and Conditions

- 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 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 while employed by the state. (Gov. Code, §§ 1090, et seq.; and 87100.)
  - 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 the Grant, subcontract or subgrant, or had any influence whatsoever in the making of the Grant, subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant 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 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, 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 or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.

- e. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

#### **14. Travel**

For travel necessary to the performance of this Grant, 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. 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, 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, 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 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 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, 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.
- c. Conducting Business Involving Close Personal Friends and Associates.

## Appendix B – Article II – Standard Legal Terms and Conditions

In administering the Grant, 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. 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, 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, 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 this Grant funds a position with a time base greater than halftime 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 agrees to give every reasonable consideration to executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- d. 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.
- e. If the primary role of the Grantee under this Grant Agreement is to serve as a fiscal agent for distribution of funds, 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 Vice Chancellor for Fiscal Services. 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.

**17. Time Is of the Essence**

Time is of the essence in this Grant. In case either party shall fail to perform the agreement on its part to be performed, at the time fixed for the performance of such respective agreement by the terms of this Grant or by any extension thereof, the other party may at its election terminate the Grant. Such termination shall be in addition to and not in lieu of any other legal remedies provided by this Grant or by law.

**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 shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant 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.
- 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, 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 may license 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, even if such derivative works compete with those created under this Grant.
  - 1) All materials first developed in draft and in final form pursuant to this Grant 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." 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, 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 shall be issued to the "Chancellor's Office, California Community Colleges." 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.
- 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 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 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 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, 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 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 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 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, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant 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, 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 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 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 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.

**23. Waiver**

No waiver of any breach of this Grant shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant 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 shall be governed by the laws of the State of California both as to interpretation and performance.

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

- a. During the performance of this Grant, 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 on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.
- b. Programs funded by this Grant 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, 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 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 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. If they are stand-alone courses not covered by one of the blanket approval categories in the Handbook, they must be submitted to the Chancellor's Office for approval before being offered.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant must be approved at the appropriate level and through the appropriate process as described in subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000) and the Program and Course Approval Handbook published by the Chancellor's Office. In general, any new degree major, and any certificate that requires 18 semester units or 27 quarter units or more of coursework, must be approved by the Chancellor's Office before it is initiated or substantially modified.
- c. The fact that the Chancellor's Office has awarded funding through this Grant 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 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, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, 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.).
- 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.

**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, 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 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.
- 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.
  - a. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant.

### **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 on 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 on the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant or termination of the Grant 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, 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.



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

**36. Priority Hiring Considerations**

If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipient of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.