

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE
ACADEMIC AFFAIRS DIVISION



REQUEST FOR APPLICATION SPECIFICATIONS
(RFA) 10-0091

FOR

Career Technical Education-Career Advancement Grant

FUNDING FISCAL YEAR

2010-2011

(SUBJECT TO THE AVAILABILITY OF FUNDS WITHIN THE 2010-2011 STATE BUDGET
AND

DEPARTMENT OF FINANCE APPROVAL & RELEASE OF FUNDS FOR THE 2010-2011 CAREER
TECHNICAL EDUCATION INITIATIVE EXPENDITURE PLAN)

THIS RFA INCLUDES:

APPLICATION CONTENT & INSTRUCTIONS

PROGRAM REQUIREMENTS

LEGAL TERMS & CONDITIONS

FORMS

APPLICATION DUE DATE:

FEBRUARY 10, 2011 NO LATER THAN 5:00 P.M.

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CAREER ADVANCEMENT ACADEMY

I. INTRODUCTION

This Request for Applications (RFA) specification contains general instructions, procedures, format and timelines for development and submittal of Career Technical Education-Career Advancement Academy project applications to California Community Colleges Chancellor's Office (hereinafter Chancellor's Office). RFA's submitted must use the format and sequence described in these instructions and address the RFA specifications for the project for which funding is sought.

Applicants are also encouraged to use the *Grants and Contracts Guidelines* (available at <http://www.cccco.edu/CommunityColleges/SystemGrants/GrantsandContractsGuidelines/tabid/836/Default.aspx>), designed to assist college staff in preparing applications or administering grants. The guidelines are organized to follow, as closely as possible, the chronological steps in the grant process from development of an RFA to the submission and review of reports.

The grant awarded through this RFA specification will be for a three year cycle which includes a competitive bid process for year one, and a renewal process for years two and three. Following year one, the additional two-year renewals are contingent upon satisfactory completion of the objectives of the preceding grant awarded, available funding and submittal and approval of a grant renewal application.

RFA Specification Number:	10-0091
RFA Specification Title:	Career Technical Education-Career Advancement Academy
Program Division:	Academic Affairs
Division Vice Chancellor:	Barry A. Russell
Program Staff Contact:	Stephanie Ricks-Albert
Funding Performance Period:	April 1, 2011 – June 30, 2012 (15 months)
Funding Category:	SB 70, SB 1133 or Budget Act (Statute 2010)
Total Amount Available:	\$5,000,000
Award Amount:	\$1,000,000 to \$1,666,666
Required Match	50% of grant award (Cash or In-Kind)
Number of Awards:	3-5 grants

II. PROGRAM OVERVIEW

Background:

The Governor's 2006-07 Budget appropriated \$20 million to fund the Career Technical Education (CTE) Program for the purpose of aligning CTE curriculum between K-12 and community colleges in targeted industry-driven programs. In 2006, Senate Bill 1133 (SB 1133) (Torlakson), established the Quality Education Investment Act (QEIA) of 2006, an additional \$32 million in 2007-08 and \$38 million annually from 2008-09 to 2013-14 to SB 70 to expand CTE in public secondary education and lower division public higher education, including hiring additional faculty to expand the number of CTE programs and course offerings. 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.

In 2006 leaders from California Community Colleges Chancellor's Office, California Department of Education and Department of Finance developed a 5-year CTE Initiative Expenditure Plan identifying programs, funding levels and funding years for the Governor's CTE Initiative. An annual fall review and evaluation of the plan is conducted after the budget is signed, that is sometimes attended by representatives from Secretary of Education (SEC) and Legislative Analyst Office (LAO). During the 2010 review and evaluation, leaders agreed that the CTE-Career Advancement Academy (CAA) 3-year pilot project should receive continued funding. The CTE-CAA's will move forward in preparing our students to advance California's economic growth and global competitiveness while simultaneously advancing the state's interests in an educated citizenry.

Purpose:

CAA's establish pipelines for undereducated, underemployed youth and young adults (18-30 year-olds) who have dropped out of school or lack basic skills needed to complete a certificate or degree. The pipelines offer career technical training skills in various high demand CTE Industry Sectors, while continuing to provide academic preparation (increase performance levels in reading, writing and mathematics) in a real world, experiential learning context.

Projects have a regional focus and use a career pathway approach that is responsive to local and regional labor market demands. Projects 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.

The projects 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 the CTE 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.

Each CAA must demonstrate a strong capacity to implement projects that strengthen and integrate existing Basic Skills and occupational programs and provide intensive student support services. College will connect students to career pathways with clearly defined destination and transition points and options for additional education and employment. The collaborative efforts among the regional stakeholders (Local Workforce Investment Board, ROCP, Adult Education Programs, business and industry, labor organizations, and community-based organizations) will result in aligned curriculum and advisory bodies that prepare students for regional labor, business and industry standards.

III. ELIGIBILITY/FISCAL AGENTS

- Only California Community College districts are eligible to be the fiscal agents for this grant.
- Eligible projects **must** include collaboration with the following workforce system: Local Workforce Investment Boards, Regional Occupation Centers and Programs (ROCP), Adult Education Programs, business and industry representatives, labor organizations and community-based organizations.

IV. PAYMENT AND DISBURSEMENT

Payments will be disbursed to Board of Governor’s approved grantees as follows:

• 40% Advance Payment	Fully executed grant agreement (See Article I, Cost and Payments)
• Up to 30% Progress Payment	Submission and approval of mid-year report
• Final Payment	Will be calculated based on the Final Performance and Expenditure Report

V. RFA CLARIFICATION

Any Grant Agreement developed from this RFA shall have no force nor effect if the state or federal budget for the current fiscal year and/or any subsequent years covered under the Grant Agreement does not appropriate sufficient funds for the program. In this event, the Chancellor’s Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement, and the Grantee shall not be obligated to perform any provisions of this Grant Agreement.

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. Without divulging the source of the request, the Chancellor's Office will issue a clarifying addendum that will be given to all parties who have received the RFA. 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.

Chancellor's Office contact person for questions regarding this RFA is:

Stephanie Ricks-Albert

sricksal@cccco.edu

916.323.3093

A. Legal Terms and Conditions

If the project is funded, the grant agreement will include the RFA Specification, Grant Application, all submitted forms, and the Legal Terms and Conditions enclosed in Articles I and II (*see Appendix A*). Awarded grantees must retain all grant documents for at least three years after the project's financial statements have closed in case of an audit.

B. Statewide Representation and Program Variety

The Chancellor's Office's intent is to implement 3-5 regional centers (primary grantees). The regional centers will consist of numerous CTE-CAA sites (secondary grantees) across the state, with a variety of CTE Industry Sectors, and a variety of program models. The three regional areas are designated below. A single college district or a consortium of college districts can apply as a regional center.

Determining factors for awards include but are not limited to: geographical location, CTE Industry Sectors or the inclusion of programs that lead to employment or apprenticeships in high wage/high growth fields and a college certificate or degree. The Chancellor's Office retains sole discretion in the awarding of these grants.

Regional Areas:

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

Central Region: Allan Hancock Joint, Antelope Valley, Gavilan, Hartnell, , Monterey Peninsula, Kern, Merced, San Joaquin Delta, San Luis Obispo County,

Santa Barbara, Santa Clarita, Sequoias, State Center, Ventura County, 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 County, Palomar, Palo Verde, Pasadena Area, Rancho Santiago, Rio Hondo, Riverside, San Bernardino, San Diego, Santa Monica, South Orange County, Southwestern and Victor Valley.

VI. PROJECT TIMELINE FOR 2010 CTE-CAREER ADVANCEMENT ACADEMY

(Dates are subject to change by the Chancellor's Office.)

Solicitation of Interest Release	November 2 , 2010
Confirmation of Interest Deadline	November 16, 2010
RFA Release	January 10, 2011
RFA Submission Deadline	February 10, 2011
RFA Reading/Evaluation	Feb 11-15, 2011
Notification of Intent to Award Release	February 16, 2011
Appeal Submission Deadline	Feb 17-Mar 2, 2011
CCCCO Appeal Resolution	March 3 - 4, 2011
BOG Approval for over \$100k	March 7 or 8, 2011
Notification of Award Release	March 7 or 8, 2011
Project Commencement	April 1, 2011
Progress 1 Report Deadline	September 30, 2011
Progress 2 Report Deadline	February 28, 2012
Project Conclusion	June 30, 2012
Final Report Deadline	July 31, 2012
No Time Extension Beyond	February 28, 2015

***NOTE**: Reports are due on the last business day prior to a weekend or holiday reporting deadline.

VII. APPLICATION INSTRUCTIONS

Applicants are required to use the RFA Specifications and forms provided, except where a narrative format is required to prepare the project application. All required forms are included in *Appendix B* of this RFA as well as the Application Submission Checklist. **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.
- **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 sent to the Academic Senate President.
- All questions must be answered and all requested data must be supplied.
- All narrative portions of the grant application should be in 12 point font or larger, with minimum 1" margins.
- The Grant Agreement Face Sheet must be signed **(in any ink color other than black)** by the district's Chief Executive Officer or authorized designee.
- The Budget Summary must be signed **(in any ink color other than black)** by the district's Chief Business Officer or authorized designee and the Project Director or Responsible Administrator.
- Staple each copy of the application at the upper left hand corner.
- The Chancellor's Office may require the applicant to make adjustments to the budget, workplan, or other aspects of the application, prior to funding the grant.
- **SUBMIT:**
 - Nine (9) total applications that include: four (4) containing original signatures **(in any ink color other than black)** and five (5) copies.
 - **By: 5:00 p.m. on Thursday, February 10, 2011**
 - **To:** Stephanie Ricks-Albert
California Community Colleges Chancellor's Office
Academic Affairs Division
1102 Q Street, 3rd Floor
Sacramento, CA 95811-6549
Attention: CTE/Career Advancement Academy
Grant Application Enclosed

VIII. APPLICATION FORMAT

The following RFA format, sequence of development and presentation constitutes a complete grant packet;

**A. GRANT AGREEMENT FACE SHEET
(Use attached form)**

Complete: 1) District Use Only area, and 2) Grantee area of the Grant Agreement Face Sheet. The Face Sheet must be signed **(in any ink color other than black)** by the district's Chief Executive Officer or authorized designee.

**B. CONTACT
(Use attached form)**

Complete the Project Contacts form.

**C. COLLABORATIVE DATA
(Use attached form)**

All partners **must** complete and sign the Collaborative Data form that includes the active role they will play in the implementation of the proposed project.

Eligible projects **must** include collaboration with the following workforce system: Local Workforce Investment Boards, Regional Occupation Centers and Programs (ROCP), Adult Education Programs, business and industry representatives, labor organizations and community-based organizations.

**D. ABSTRACT
(Use attached form)**

The Abstract should concisely summarize the entire application and must not exceed the space on the front of the form. Include the math CTE Industry Sectors and Career Pathways addressed and statements on the objectives, procedures, expected contribution or impact on the funding priorities of the RFA Specification, and deliverables (products/services/outcomes).

E. TABLE OF CONTENTS

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

F. NEED STATEMENT *(Use a narrative format)* **Maximum Points—15**
(Limit to 4 pages)

Provide a clear and concise Statement of Need substantiated by supporting data that will:

1. Describe the need and outcomes to establish CTE pipelines for undereducated, underemployed youth and young adults (18-30 year-olds) who have dropped out of school or lack basic skills needed to complete a certificate or degree in the college service area and/or region. Include the relevance of the proposed occupational program areas in addressing the regional industry standards for entry-level positions in high wage/high growth fields.
2. Include a chart that identifies the CTE Industry Sector and Career Pathway certificate or degree programs currently offered in the college service area and/or region including clearly defined destination and transition points and options for additional education and employment.
3. Describe how the proposed project would bond the education system with Local Workforce Investment Boards, Regional Occupation Centers and Programs (ROCP), Adult Education Programs, continuation schools, business and industry representatives, labor and community-based organizations. List the CTE Industry Sectors and Career Pathways for each workforce system relationship.
4. Describe the student support services that will be in place 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.
6. Each project needs to be designed with the goal that it will eventually become self-sustaining after the grant funds are no longer available.

Project Features

- Each project needs to be designed with the goal that it eventually becomes self-sustaining after the grant funds are no longer available.
- 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).
- Provide support services so students can succeed. Given that CAAs are intended to serve underprepared and underemployed populations, students need a range of support services. CAAs will provide some services to students directly, but will also leverage partnerships, both within the college and the larger community, to connect students to a wider range of services. The precise support services provided by CAAs will depend on the target population identified and what is needed to assist students to complete CAA courses and progress to employment and/or further education. At a minimum,

CAAs will include financial aid advising, development of an individual educational plan and dedicated counseling. This can be accomplished by including a college or career success course in the bridge semester, identifying counselors to work with the cohort or utilizing case management or supportive services provided by external partners such as community based organizations or local WIBs. CAAs may also provide financial supports to enable students to attend school, such as assistance with transportation, childcare, books and supplies. CAAs will also focus on strategies to provide job development services and transitional services as students move to next steps.

- Each CAA will be designed to prepare students for specific career pathways in an industry or sector in which there is both demand for entry level to mid-skilled workers and opportunities for career advancement through additional education. Design industry-driven programs for career-oriented occupations available in regional labor markets with strong connections to employers. CAA programs will work closely with employer partners who can contribute to planning and course design, provide opportunities for work experiences such as job shadowing or internships, and consider CAA graduates for job openings. CAA staff and faculty will build and sustain strong connections to employers to ensure that CAA students receive the training necessary to be successful in the targeted industry.
- Develop a career pathway with clearly defined destination and transition points and options for both additional education and employment. CAAs will present students with career pathways that offer a menu of clear and specific opportunities for entering the labor market and/or for continuing with their education. Pathways will be designed to support students for up to one year in the CAA. Courses, activities and time frames may differ according to the target industries, occupations and skills of students enrolled. Career pathways will emphasize earning industry credentials and/or college credit to ensure that even students who focus on employment in the short-term are prepared to return to college in the future.
- Integrate and contextualize basic and occupational skills curriculum to accelerate learning and improve student achievement. CAAs will devote resources to developing an integrated educational approach to both basic skills and occupational skills. Colleges will have flexibility to design the integration of courses, as the occupational content and local instructional characteristics should drive what works best. This may mean that basic skills are contextualized in CTE courses, or occupational content is used to teach basic skills and/or occupational and basic skills instructors work together to integrate their courses.
- Varying by region, career pathway, and student goals, CAA students may pursue one or more of the following options during or after the program:

- Seek employment opportunities with a high wage/high growth field with regional industry partner;
 - Pursue an occupational certificate of completion to further develop the industry skill sets identified by the partners;
 - Enroll in an existing Certificate of Achievement program that is offered by the college and that may lead to an Associate Degree;
 - Enroll in an approved apprenticeship program;
 - Enroll in another post-secondary occupational or academic program offered by the colleges that may lead to an Associate Degree;
 - OR
 - Pursue an entrepreneurial pathway for eventual self-employment.
- Individuals assessed at less than a seventh grade performance level in the Basic Skills areas may be referred to the local ROCP, Adult Education Program or the college’s Basic Skills program. Individuals assessed at higher than a tenth grade performance level in the Basic Skills areas may be referred directly to an occupational program offered by the colleges.
 - Develop learning communities to facilitate student support and improve instruction. For example, CAA students take two or more linked courses together during a bridge semester, including courses addressing both career technical content and foundational Basic Skills and/or ESL. After the bridge semester, students may take various paths, but efforts will be made to continue connection with the cohort, either continuing in linked courses, or enrolling in a college or career success course as a cohort. The presence of learning communities will foster student engagement and peer support, promote faculty collaboration and will make it easier to coordinate various program requirements and services.

G. RESPONSE TO THE NEED (*Narrative format*)
(Limit to 6 pages)

Maximum Points—15

Provide a narrative statement describing how the proposed project will create, improve, expand and/or strengthen career pathways for underprepared and underemployed students integrate Basic Skills occupational skills programs and meet regional industry standards. Additionally, the narrative should include a description of how this alignment will contribute to the students’ success including certificate or degree attainment to employment or other training and education opportunities following enrollment.

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

3. Explain how your response addresses the gaps identified in the “Need” Section.
4. Describe how the proposed project differs from efforts already underway. Explain the value-added aspects of the proposed project.
5. Describe how colleges, ROCP, Adult Education Programs and other partners, including business partners, Local Workforce Investment Boards, Adult Education/continuation schools/ROCPs, four-year colleges and/or community-based organizations will participate in the project. Describe in depth the roles of each of these partners involved in the project.
6. 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.
7. Describe the capacity of the partnership to implement the proposed project that will ensure short-term as well as long-term outcomes.
8. Describe any proposed methodologies and solutions that will enhance performance outcomes.
9. Specify learning outcomes of Basic Skills instruction.
10. Specify learning outcomes of occupational certificate of completion programs.
11. Describe any aspect of the project that would be unique or exemplary.
12. Demonstrate what steps will be taken to sustain and institutionalize the proposed solution, both short-term and long-term actions.
13. Describe how the project could be replicated regionally and how the project will assist new sites wishing to link to the project.
14. Provide enough information to convince the reviewer that the proposed objectives, approaches/solutions are feasible and in line with project features as outlined above and will ultimately result in having a positive impact on students and industry in a major region of the state.

H. WORKPLAN

Total Maximum Points—40

The Project Workplan is the statement of work for the proposed project and also serves as the major foundation for linking the various pieces of the proposal together. Use the Project Workplan form to outline the project’s sequence of objectives, activities, measurable outcomes, timelines, and responsible persons. Develop project-specific objectives, and activities based on the Minimum Required

Objectives, and Activities as stated below. Thus, it is important that objectives are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes. Timelines with target months of completion for project objectives should have specific dates. See *Appendix B-Forms* for the Project Workplan form.

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.

1. Objectives

Maximum Points—15

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

- Engage faculty in the development and implementation of contextualized Basic Skills courses and/or practices aligned and integrated with existing career technical education curriculum in emerging high wage, high growth career fields that offer employment opportunities.
- Address the current skill needs of business and industries in the career technical programs provided by the college.
- 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.
- 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.
- Explore new and more relevant career and technical practicum models that integrate coursework and student internship for students such as work experience and apprenticeship.
- Disseminate materials and curriculum to other community colleges interested in linking to a career advancement academy.

Example Objective: Develop contextualized reading, writing, and math skills courses that lead to or are an integrated part of a CTE career pathway in an area of need by regional employers.

2. Activities

Maximum Points—10

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 Project Workplan for each objective. The RFA Specification identifies Required Activities listed below. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

Clearly link the major activities to each objective as it was numbered in the project workplan.

(1) Address, at a minimum, the required activities listed in the RFA Specification. Additional activities may be included; examples of permissible activities are provided. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

Required Activities:

- Demonstrate ability to leverage resources, both internally and externally, to support this project.
- Design a project that will reach out to and attract targeted population of 18-30 year olds who are not currently served by college programs.
- Design a project that delivers and integrates contextualized Basic Skills and certificate of completion curricula that meets the industry needs for an educated and trained local workforce.
- Develop or use existing partnerships with business, labor, industry and civic agencies to support the implementation and success of the project.
- Create new industry partnerships with regional business, labor and industry in high wage/high growth fields.
- Document career pathways in emerging high wage/high growth industries. The identified courses for these career pathways will include, among other elements:
- Identify the Basic Skills needs of students enrolled in the project through the assessment process to ensure placement in the appropriate level of contextualized learning.

- Obtain 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.
- 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.
- 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.
- Provide professional development for counselors and student support personnel to ensure program viability and student access.
- Create worksite-learning opportunities for students (i.e., internships, job shadowing, cooperative work experience education, community classroom, etc.).
- Develop a means to inform students about the options for continued study after they have completed the remediation courses.
- Participate in the ongoing technical assistance effort provided by the Career Ladders Project throughout the duration of the project.

Permissible Activities:

- 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.
- Develop strategies to improve student career awareness and planning.
- Develop resources from the private sector to improve engagement with low-achieving students.
- 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.
- Improve the quality of career exploration and career outreach materials.

3. Measurable Outcomes

Maximum Points—15

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 Project Workplan.

- a. 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.
- b. Clearly link the outcomes to the objectives and activities. Describe the outcomes in qualitative and quantitative terms.

Example Objective 1: Develop contextualized reading, writing, and math skills courses that lead to or are an integrated part of a CTE career pathway in an area of need by regional employers.

Example Outcome 1: Six (6) occupational courses will be revised to include contextualized English and math integrated in the course and offered by the academy. Three hundred students from six local community colleges will successfully complete the courses, demonstrate improved performance levels in reading, writing, and mathematics and improved career technical course and certificate completion rates.

Example Objective 2: Develop a plan to inform at least 5,000 students about CTE teaching career opportunities and the paths to teaching CTE in high schools and/or ROCs and community colleges.

Example Outcome 2: Develop brochures describing the various pathways to CTE teaching, testing and education requirements and distribute to all feeder school students in the area.

4. 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. Grantees are required to submit data into the college MIS system and into CalPASS (web-based reporting tool). See Reporting Information in *Appendix B*.

Program level data:

Program-level data will be collected and reported to the Chancellor's Office. The following is a sample listing of program components the project grantees are expected to report:

- Courses included in the CAA program
- Type of credit offered (e.g. for-credit, noncredit, transferrable credit)
- Career pathway and transition strategies improved or developed
- Structure of program: course offerings, learning community: student cohorts, support services provided, types of counseling or tutoring provided, work exposure or experience components
- Type of assessments used
- Definition of CAA program completion (is the program a specific set of courses? Is it a one-semester program? Two-semesters?)
- Links to industry and labor (number and types of employers involved, curriculum validation, internships, apprenticeships, career advising)
- Partnerships (number, type, services provided, dollar value of services provided by partners)
- Recruitment information (sources, number of students recruited)
- Curriculum developed, revised or expanded
- Workshops, professional development activities for faculty and staff, including frequency and the number of participants
- Courses developed (number of courses, number of career contextualized courses, how responsiveness to labor market demand).
- Procedures to disseminate materials and information regarding model practices regionally or statewide
- Faculty: number of full-time and adjunct faculty, assigned time for coordination with other CAA faculty

Student-level data:

Every CAA student must be enrolled in the college and student records must be entered into the college MIS system whether the CAA courses are offered for credit, non-credit or not-for-credit. Data such as age, gender, and ethnicity must be collected and available.

The following is a sample listing of outcomes or events the projects are expected to report in addition to the college MIS data entry and be entered into Cal-PASS data collection tools by the scheduled due dates:

- CAA program completion
- Referral source
- Career pathway (i.e. health, transportation, education, manufacturing, energy, construction, etc.)
- Employment status upon enrollment
- Social supports provision and intensity.

5. Timeline

Provide a calendar of projected completion dates for key activities. Target months of completion for project objectives should have specific dates. The final report will include a full timeline of activities leading to the implementation of the project.

6. Responsible Person(s)

Identify, by position, individual(s) responsible for completing activities. Partners from other entities should be included.

I. PROJECT MANAGEMENT

Maximum Points—10

Limit to 6 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:

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

1. 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 level of institutional buy-in from the different departments at the college necessary to develop and implement strong programs and troubleshoot as problems arise.

- 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) data collection and reporting, participation in the program evaluation and the process for monitoring progress.
- Describe local faculty involvement in the planning of and application of this project for activities such as curriculum development, staff development, or other career focused professional matters.
- 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.

2. 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.

3. Project Staff:

Include an organizational chart and list of project staff and partners that includes title and number of hours and percent of time per/day projected to work on the proposed project. 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. Provide a description of their prior experience as related to the subject area of this project. Include the college institutional researcher or MIS personnel that can verify CAA student enrollment information and collaborate with faculty and staff to ensure quality and timely data submission.

4. Evaluation:

Describe how this project will be evaluated to ensure the project goals and objectives are met.

All sites will be required to work with the CCCO and the evaluator to collect and report on the required data elements and participate in evaluation activities throughout the life of the project.

In order to evaluate the implementation of the CAA framework and outcomes achieved during the expansion, the research will focus on the following goals:

- Document implementation of CAAs and to provide feedback on best practices and challenges for the initiative overall;
- Collect and analyze data on program participants' demographics and background, services received, coursework completed and outcomes in the labor market and higher education;
- Collect and analyze data on the implementation, linkages and nature of instruction and program offerings, including site visits and interviews or focus groups with students, faculty and staff, and project partners; and
- Work with Career Ladders Project and the CCCCO to inform the system, state policy makers and the wider workforce development and education fields about the lessons that can be learned from the CAAs.

The results of the CAA evaluation and the overall initiative will be published and presented to a wider audience of practitioners and policymakers to help inform similar efforts to connect underprepared and underemployed students to great educational and economic opportunities.

Note: WestEd is the CTE statewide evaluation contractor who assesses and reports to the State Legislature, Governor's Office, and Department of Finance on the extent to which funded projects are meeting the goals and objectives stipulated in the Governor's CTE Initiative (SB 70/SB 1133). CCCCO and California Department of Education may use results from the statewide evaluation in other reports as well. Information from grantees may also be disseminated to schools, colleges and their surrounding communities to share those strategies identified as effective and/or promising practices in the area of CTE.

Besides providing requested information using grant reporting forms, grantees may be asked to participate in site visits, interviews, surveys, focus groups and presentations. Grantees will be notified in advance of all data collection requests.

J. APPLICATION BUDGET

Maximum Points—10

The purpose of the budget is to indicate that the project is well planned and reasonable in scope. Funds may not be used to supplant existing funded CTE and Basic Skills programs. Program funds are to be used for direct services to the project only.

1. **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.**
 - a. The indirect cost line item number **nine (9)** may not exceed four percent (4%) of the total direct cost line item number **eight (8)**.
 - b. The district Chief Business Officer's signature is required (**ink color other than black**).
2. **Application Budget Detail Sheet** - Substantiate the Application Budget Summary. List the cost breakdown of each budget classification amount requested. Complete a separate Budget Detail Sheet for each funding source and each matching source. If partnership agencies are or will be receiving a portion of the grant funding, the Budget Detail **must** clearly identify this information under Object of Expenditure Code 5000.
 - a. See RFA Specification to determine allowable supervision/ administration costs (those not directly involved in the day-to-day ongoing activities).
 - b. See RFA Specification to determine whether equipment costs are allowed.
 - c. 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.
 - d. 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.

Application Budget Detail Sheets for Matching Resources must:

- be prepared for each donor of matching resources.
- clearly delineate the proposed expenditures for both the requested Program funds and the matching funds.
- for industry match, 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.

3. **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 A* regarding property purchased with program funds.)

4. 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.

There will not be a significant need for out-of-state travel. However, if the grantee intends to use any project funding for out-of-state travel, the grantee **must** obtain approval in advance from the state project monitor. A detailed explanation and justification must be provided and approved by the state project monitor prior to travel. Any proposed out-of-state travel must be listed as a separate line item in the budget.

5. 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:

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

6. 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.

Application Budget Detail Sheets for Matching Resources must:

- be prepared for **each** donor of matching resources.
- clearly delineate the proposed expenditures for both the requested Program funds and the matching funds.
- for industry match, 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.

K. 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. Describe the role of the partners in producing and disseminating information and materials for replication either regionally or statewide. Project staff is encouraged to disseminate their findings and work products through State and regional conferences.

L. 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 an opportunity to consider whether the project is realistically capable of attaining the required and proposed outcomes. Reviewers will consider the entire application (Response to Need, Workplan, Proposed Outcomes, and the Budget Section) in the context of the RFA Specification to make a final, overall appraisal of the project proposal. 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. The intent is to judge the cohesiveness and viability of the project.

IX. REJECTION CRITERIA

The Chancellor's Office reserves the right to reject any and all applications received. The application shall be rejected prior to scoring if:

1. The application is received at the Chancellor's Office **later** than 5:00 p.m. on **Thursday, February 10, 2011**. Postmarks will not be accepted. (**Note:** *If the application is late because the applicant used a commercial carrier that guaranteed delivery by the application deadline, we will accept it only if the applicant provides evidence that the carrier guaranteed delivery and was responsible for failing to make the delivery by the deadline.*)
2. The application does not identify the RFA Specification Number and that number cannot be readily ascertained.
3. The application does not include the proper number of originals (4) and copies (5) or the originals are not signed in **an ink color other than black**.
4. The applicant has used the wrong forms [any form other than those included in this RFA].

Appendix A

[Terms & Conditions]

Article I: Program-Specific Legal Terms & Conditions
Article II: Standard Legal Terms & Conditions

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**CTE-Career Advancement Academy
Program-Specific Legal Terms and Conditions**

1. Cost and Payments

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

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that progress reports are submitted pursuant to section 3 of this Article. Payment will be made after review and approval of the progress reports by the Chancellor's Office.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by **July 31, 2012**. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

2. Budget Changes

- Grantee may make changes to any budget category amounts within 10% of line item total without the approval of the Project Monitor so long as:
 - a) budget categories are not added or deleted,
 - b) the total dollar amount of the Grant Agreement is not affected, or
 - c) the outcomes of the Grant Agreement will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant

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

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

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

3. Reporting

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

REPORT PERIOD	Progress 1	Progress 2	FINAL
PROJECT PERIOD	Apr 1 – Aug 31	Apr 1 - Jan 31	Apr 1 – June 30
DUE DATE	Sept 30 2011	Feb 29 2012	July 31 2012
REPORTS TO BE SUBMITTED	Budget Plan	Project Progress Narrative & Budget Plan	Project Progress Narrative & Budget Plan

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

ARTICLE II

Standard Legal Terms and Conditions

(Revision 04/04/2008)

1. Work to be Performed

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

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

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

2. Amendments

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

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

3. Unenforceable Provision

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

4. Dispute

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

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

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

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811-6549. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

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

7. Project Director and Key Personnel

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

8. Project Monitor

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

9. Budget Concerns

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

10. Assignment

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

11. Subcontracts or Subgrants

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

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

12. Audit

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

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the 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 Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be

limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

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

15. Standards of Conduct

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

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

term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

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

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to

subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

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

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the

copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office 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 Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "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 Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "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 Agreement.

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

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

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a

description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.

- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 - 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 - 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 - 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

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

21. Work by Chancellor's Office Personnel

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

22. Termination

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

that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

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

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

23. Waiver

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

24. Workers' Compensation Insurance

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

25. Law Governing

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

26. Participation in Grant-Funded Activities

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

27. Curriculum Development

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

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.

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

28. Eligibility for Noncitizens

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

29. Nondiscrimination Clause

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

deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. *By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.*

I.

- 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.*

II.

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

and all claims by any person resulting from the failure to comply with the requirements of this section.

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

31. Drug-Free Workplace Certification

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

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

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

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be

deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

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

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

34. Independent Status of Grantee

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

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral

understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

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

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

37. Debarment, Suspension, and Other Responsibility Matters

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

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

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

Appendix B

[Forms]

Application

Application Submission Checklist
Grant Agreement Face Sheet
Project Contacts
Collaborative Data
Abstract
Budget Summary
Budget Detail
Budget Detail Example
Project Workplan

Reporting

Reporting Calendar & Instructions
Project Progress Narrative
Budget Summary Progress
Budget Detail Progress
Budget Narrative Progress
Quantitative Data Progress

Amendment

Grant Amendment Request
Project Performance Completion Revision
Budget Summary Revision
Budget Detail Revision
Project Workplan & Performance Indicators Revision

APPLICATION FORMS

Application Submission Checklist

NOTE: If the application contains the following checklist information in the order prescribed, the packet will be considered complete.

- Eight (9) complete applications,
 - four (4) originals
 - ✓ **signed in any ink color other than black**
 - ✓ signed by 1] Chief Executive Officer/Designee, 2] Chief Business Officer/Designee, and 3] Project Director/Responsible Administrator, and
 - five (5) copies
- Grant Agreement Face Sheet [1.]
- Contact Page [2.]
- Collaborative Data [3.]
- Abstract Page [4.]
- Table of Contents [5.]
- Statement of Need [6. 15 pts]
- Statement of Response to the Need [7. 15 pts]
- Project Workplan [8. 40 pts]
 - Objectives
 - Activities
 - Outcomes
 - Responsible Person
- Project Management Plan [9. 10 pts]
 - Organization (include organizational chart of lines of accountability)
 - Project Director
 - Project Staff (include organizational chart)
 - Evaluation
- Budget Plan [10. 10 pts]
 - Budget Summary
 - Budget Detail [Matching Funds}
- Dissemination Plan [11. 5 pts]
- Overall Feasibility of the Project [5 pts]
- Complete application packets stapled in upper left corner

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY	
	District (Grantee):	
	College:	

Grant Agreement		BOG-CCCCO USE ONLY	
Career Technical Education-Academic Affairs Division Career Advancement Academy	Grant Agreement No.:	10 - 091 -	
	Funding Fiscal Year		
	2010-11	Total Amount Encumbered :	
RFA #	10 - 0091		

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

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered". Each funding period is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this agreement in any manner.

The term of this grant shall be from April 1, 2011 to June 30, 2012. The Final Report must be submitted within 30 days of the grant end date.

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

GRANTEE

Project Director:	Total Grant Funds Requested:	
	Total Match Funds, (if applicable):	

Signature, Chief Executive Officer (or authorized Designee)

_____ Date: _____

Print Name/Title of Person Signing: _____ District Address: _____

STATE OF CALIFORNIA

Project Monitor:	Agency Address:	1102 Q Street, 4th Floor
Stephanie Ricks-Albert		Sacramento, CA 95811

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 605 - 0001	4238 - 751 - 40407	712	2010	2010-11	
- - -	- - -				
Total Amount Encumbered :					\$ -

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

_____ Date: _____

Signature, Executive Vice Chancellor (or authorized Designee)

_____ Date: _____

Print Name/Title of Person Signing:
Steve Bruckman, Executive Vice Chancellor

California Community Colleges Chancellor's Office

District: _____

College: _____

RFA Specification No: **10-0091**

PROJECT CONTACTS

Funding Source(s): _____

RFA Specification Title: _____

Facility: _____

Address: _____

City: _____ State: _____ Zip+4: _____

District Superintendent/President (or authorized Designee)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

Responsible Administrator (Appropriate Program Area – Cannot be the same as Project Director)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

Project Director (Person responsible for conducting the daily operation of the grant)

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

Business Officer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

Grant Writer

Name: _____ Title: _____

Phone: (____) _____ Date: _____

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

California Community Colleges Chancellor's Office

District: _____

College: _____

RFA Specification No.: **10-0091** _____

COLLABORATIVE DATA

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

<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: () _____</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the consortium: _____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>
<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: () _____</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the consortium: _____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>
<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: () _____</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the consortium: _____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>

Collaborative Data (Continued)

California Community Colleges Chancellor's Office

District: _____

College: _____

RFA Specification No.: **10-0091**

<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: (____) _____</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the consortium: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>
<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: (____) _____</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the consortium: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>
<p>District/College or Organization: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Project Contact: _____ Phone: (____) _____</p> <p>Amount of dollars contributed to project: \$ _____</p> <p>Role of the entity in the consortium: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Signature of authorizing individual: _____</p>

California Community Colleges Chancellor's Office

District: _____

College: _____

RFA Specification No.: **10-0091**

ABSTRACT

Budget Summary

District:			RFA Specification No.: 10-0091			
College:			Email Address:			
Contact Name:			Telephone No.:			
Contact Title:			Fax No.:			
Object of Expenditure	Classification	Line	Total Program Budget	Expenditures to Date	Matching Funds Budget	Matching Funds Expenditures to Date
1000	Instructional Salaries	1				
2000	Non-Instructional Salaries	2				
3000	Employee Benefits	3				
4000	Supplies & Materials	4				
5000	Other Operating Expenses & Services	5				
6000	Capital Outlay	6				
7000	Other Outgo	7				
Total Direct Costs		8	-		-	-
Total Indirect Costs (4% of line 8)		9				
Total Project Costs		10	-		-	-

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

Project Director Name/Title

(Authorized Signature)

Date

District Chief Business Officer

(Authorized Signature)

Date

FORMAT EXAMPLE ONLY
DO NOT SUBMIT THIS FORM

Chancellor's Office California Community Colleges	Grant Number: 10-091- District: _____ College: _____
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BUDGET DETAIL

Object of Expenditure ¹	Classification	Project Funds Requested	
1100	Instructional Salaries <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>	Fill In	
1210	Supervisors' Salaries² <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>		
1230	Counselors' Salaries <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>		
1420	Project Director³ <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>		
2140	Classified Salaries, Noninstructional (Regular Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>		
2200	Instructional Aides' Salaries (Regular, Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>		
2340	Classified Salaries, Noninstructional (Non-Regular Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>		
2400	Instructional Aides' Salaries (Non-Regular, Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>		
3000	Employee Benefits <i>Name and rate charged</i>		
4000	Supplies and Materials <i>List type and costs</i>		
5000	Other Operating Expenses and Services <i>List type and costs, including travel and per diem</i> Subcontractors <i>Name (daily/hourly rate)</i> <i>Identify specific service to be rendered</i>		
6000	Capital Outlay <i>List type and costs</i> Equipment		
7000	Other Outgo <i>List type and costs</i> Student financial aid Other payments to/for students		
Total Direct Costs			
Total Indirect Costs (Not to exceed 4% of Direct Costs)			
Total Costs			

¹The following represent frequently-used account codes. Refer to Crossover chart for further options.
²Not to exceed 5% for Supervision/Administration (not directly involved in the day-to-day ongoing activities.)
³This is the person who is directly involved in the day-to-day ongoing activities.