

**Chancellor's Office
California Community Colleges
Academic Affairs and Technology, Research and
Information Systems Divisions**

Request for Applications

California Community College Online Education Initiative



RFA Specification No. 13-082

2013-14 Fiscal Funding Year

2013-14 Program Year

Instructions, Terms and Conditions

**Application Deadline: Applications must be
received at the Chancellor's Office by 5:00 p.m. on
October 14, 2013**

Table of Contents

PURPOSE OF REQUEST FOR APPLICATION (RFA)..... 6
NEED 7
PURPOSE AND USE OF FUNDS 15
APPLICATION OF WORK PLAN 15
OBJECTIVES 16
PROCEDURES AND ACTIVITIES 19
PROGRAM EVALUATION/PERFORMANCE OUTCOMES 23
TELECOMMUNICATIONS AND TECHNOLOGY ADVISORY COMMITTEE RECOMMENDATIONS 24
LEGAL TERMS AND CONDITIONS 30
INFORMATION 30

SECTION II

A. INTENT 32
B. RFA FUNDING CATEGORY 32
C. ELIGIBILITY 32
D. RESOURCE/REFERENCE MATERIALS 33
E. RFA CLARIFICATION 33
F. REJECTION OF APPLICATION 33
G. APPLICATION REVIEW PROCESS 34
H. SELECTION OF GRANT READERS 35
I. SCORING CRITERIA 35
J. NOTIFICATION OF INTENT TO AWARD GRANTS 36
K. GRANT PROTEST PROCEDURES 37
L. APPLICATION INSTRUCTIONS 37
M. CALENDAR OF KEY DATES 43

SECTION III

APPENDIX A

ARTICLE I AND II

APPENDIX B - RFA FORMS FOR APPLICATION

APPENDIX C - OTHER

APPENDIX D - STANDARDS, BEST PRACTICES

Document Change Log

This section will track all changes made to the document for the Online Initiative RFA 13-082 after the document has been distributed to districts/colleges participating in the second phase of the RFA process. Distribution date: September 3, 2013.

Chg #	Version	Date	Item and Change
1.	1	9/14/13	Objective 5C Changed verbiage.
2.	1	9/14/13	Objective 6B. Changed verbiage.
3.	1	9/14/13	Procedure/Activity 6. Evaluation Name changed to "Project Planning and Evaluation"
4.	1	9/14/13	Renamed Objective 7. Partnership and Program Structure Named changed to "Program Structure"
5.	1	9/14/13	Objective 7. Program Structure Modified objective language so that it reads as an objective.
6.	1	9/14/13	Procedure 6 Renamed to "Project Planning and Evaluation" to aligned with Objectives
7.	1	9/14/13	Procedure 6 Added procedure 6C, 6D, 6E, 6F
8.	1	9/14/13	Procedure 7 Renamed from Project Planning to "Program Structure
9.	1	9/14/13	Procedure 7 Added procedure 7A, 7B
10.	1	9/14/13	Added Procedure 8 Added procedure 8A
11.	1	9/14/13	Renumbered L. Application Instructions From 9-12 to 9-13

Structure and Readability of this Document

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

- I. Need
The *Need* section provides the applicant with:
 - The historical origins of the RFA.
 - The current environment (process and/or technical) in which the RFA initiative will operate.
 - Understanding of how the RFA could address the gaps/issues within the system.

- II. Purpose and Use of Funds
The *Purpose and Use of Funds* section provides the applicant with:
 - High level scope and responsibilities of the RFA initiative.
 - Funding period and annual requirements

- III. Application and Work Plan
The *Application and Work Plan* section provides the applicant with:
 - The **Objectives** of the RFA initiative.
 - Objectives are project goals to be achieved in order to be successful. They are not the specific activities that need to take place.
 - A baseline of the essential programmatic goals the readers will look for in an applicant's response. The applicant may provide additional objectives to accommodate their response.
 - The **Procedures and Activities** related to the objectives of the RFA initiative.
 - Procedures and activities are the specific, measurable and quantifiable actions associated with one or more objective.
 - A baseline of the specific activities to be performed by the applicant in order to achieve stated objectives. The applicant may provide additional procedures and activities to accommodate their response.

- IV. Program Evaluation and Performance Outcomes
The *Program Evaluation and Performance Outcomes* section informs the applicant that program evaluation and tracking/reporting of performance outcomes are an essential part of the applicant's response and an ongoing program requirement.

- V. Legal Terms and Conditions
The Legal Terms and Conditions section informs the applicant that the terms and conditions governing the RFA are included in the package under Section III and are referred to as Articles I and II.

- VI. Information
The Information section provide the applicant with contact information for the project monitor at the Chancellor's Office associated with the RFA. The applicant may contact this individual with questions related to the RFA and/or process.

- VII. Section II: Application Instructions and Evaluation Criteria

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

- VIII. Section III: Grant Agreements Article I and II
Provides the applicant with the program specific legal terms and conditions.

The grants awarded through this Request for Applications (RFA) Specification are for the seven remaining months of fiscal year 2013-14 and for the entire fiscal year of 2014-15 of a new project that is being released for competition. The grantee shall provide evidence of progress before seeking additional funding in 2014-15 and succeeding years. Continued funding is contingent upon the completion, review and approval of the prior reporting period objectives, the submittal of a new work plan and budget and available funding.

Applicants are asked to develop and submit a work plan and budget for the seven remaining months of 2013-14 and for the entire fiscal year of 2014-15.

RFA Specification Number:	13-082
Program Division:	Academic Affairs and Technology, Research and Information Systems (TRIS) Divisions
Funding Source:	2013-14 California State Budget Schedule(26) 10.10.050- Expanding the Delivery of Courses through Technology
RFA Title:	California Community Colleges Online Education Initiative
Funding Category:	Online Education Initiative
Funding Period:	December 1, 2013 – June 30, 2014 (Possible renewals up to four years and seven months)
Maximum Funds Available:	\$16.9M in 2013-14 and potentially \$10M annually starting 2014-15 and subsequent grant years.
Match Requirement:	0%
Number of Awards:	One (1)

PURPOSE OF REQUEST FOR APPLICATION (RFA)

This is a Request for Application (RFA) to expand the California Virtual Campus (CVC) which is a catalog of online courses from accredited colleges in California. This RFA will establish an online course exchange (Exchange) in the CVC for California Community College (CCC) students. The proposed program is designed to increase the number of college associate degree graduates and transfers to four-year colleges and improve the retention and success of students enrolled in online courses offered through the Exchange. The online course exchange within the CVC is the result of the Governor's Online Education Initiative funded in the 2013-14 State of California Budget for \$16,910,000. Per Budget Act language the purpose of the program funds are to be:

“used to increase the number of courses available to matriculated under graduates... For online-only courses, the chancellor shall ensure, to the extent possible, that the courses selected for this purpose can be articulated across all community college districts and shall additionally ensure that students enrolling and successfully completing these courses are granted degree applicable cross-campus transfer credit. The chancellor shall also ensure that these on line-only courses are made available to students systemwide, regardless of the campus where they are enrolled. The Legislature’s intent is to maximize the development of online courses available across campuses to alleviate shortages of certain core courses at certain campuses. (b) These funds shall be used for those courses that have the highest demand, fill quickly, and are prerequisites for many different degrees.”(2013-14 California State Budget Act, item 42, schedule 26, page 540)

The Online Education Initiative is a program that will enable students from any participating college to enroll in and complete a course from another participating college and easily apply that course towards completion of a degree at their home college. The Online Education Initiative will allow students to find, register and complete courses at any California Community College participating in the initiative. The goal is to increase access to open courses from across the state to provide students with opportunities to faster degree completion. The Online Education Initiative seeks to improve the graduation and transfer rates of CCC students.

The RFA will be awarded to a college/district to:

- Act as the fiscal agent for the initiative.
- Work closely with the Chancellor's Office and Advisory and Steering Committees to guide the initiative toward the successful completion of objectives.
- Ensure the initiative is integrated into all phases of new and existing statewide projects.
- Perform project management activities for the online education system and its components, such as, committee management, requirements gathering, management of consortium level agreements, policy review and impact analysis, collecting user enhancement and change requests, establishing course design processes, selection of a common course management system, ensure integration with other statewide technology systems, end user training, implementation and ongoing user support.
- Collaborate and partner with the California Community College Technology Center (CCCTC) which is responsible for the technical development of student services portal and many components.
- Collaborate and partner with: @One for professional development, 3CMedia and CCConfer for video, phone and web-based conferencing.
- Expand the usage of the online education system and ensure the system continues to provide benefit to the California Community Colleges.

NEED

The California Community College California Online Education Initiative is a new, recently approved and funded program, starting with the fiscal year 2013-14 budget.

Today in California, community college students face a wide range of challenges and barriers to completing degrees and certificates. These include the following:

- Deep cuts in state funding have forced colleges to significantly reduce the number of course sections offered, causing community college enrollments to shrink by 485,000, or 17 percent, since fall 2008.
- These reductions come just as colleges face an unprecedented demand from high school graduates, unemployed workers, and returning veterans.
- As a result, there are not enough courses to complete General Education, transfer, and discipline requirements at the community colleges, the California State University, or the University of California.
- Students unable to enroll at a community college due to constrained access are often driven to high tuition proprietary institutions.
- High textbook and support materials costs add to the fiscal strain on students, causing students to borrow and work more.

BACKGROUND

Distance education has existed in the California Community Colleges system for more than 34 years. Before 1994 policies limited the types of courses that could be delivered via distance education to only courses that were transferable to baccalaureate institutions. In 1994, new temporary regulations creating a pilot period of seven years were adopted. The policy changes were established to allow the community colleges to explore and develop educational initiatives related to distance education. Those changes were made permanent in 2002.

Distance education focuses on the design of pedagogy, technology and instructional systems for students who are not physically present in the same location with the instructor. Title 5, section 55200, defines distance education as —"instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology." Distance education creates an educational experience of equal qualitative value as a face-to-face course for the learner to best suit their needs in an increasingly demanding culture that is challenged by the traditional face-to-face classroom delivery mode.

Students have to balance multiple commitments (e.g., work, family, etc.) while working toward education goals and these time constraints make achieving academic success difficult. Furthermore, California Community College distance education student survey data indicates that convenience is the number one reason why students take an online course.

Student headcount in distance education courses grew from 2005/06 to 2011/12 by 14.45 percent. For distance education credit sessions, in 2005/2006, campuses offered 21,407 DE credit sessions, representing 4.69 percent of total traditional education credit sessions. By 2011/2012 distance education sessions increased 41,246 to represent 10.54 percent of all educational sessions offered.

There are 10 types of DE courses by delivery method in the Chancellor's Office Management Information System (COMIS) Data Element Dictionary (DED). There was a significant shift in delivery methods based on the advent and expansion of Internet based communication technologies. In 1995-96 televised instruction was the primary mode of delivering distance education and accounted for 79 percent of all delivery methods. In 2011/12 it represented only 1.1%. The turning point in for all online instruction surpassing televised instruction as the predominant delivery mode was 2002-03 when 38,684 course sessions represented nearly 94% of all distance education course.

Distance education presents an opportunity to deliver education to large numbers of students in a convenient way, and potentially with significant economies of scale. While roughly 10 percent of all courses in the California Community Colleges (CCC) are currently delivered via distance education (DE), there is still vast untapped potential in this educational model. Significant growth in DE has occurred over the past decade, but further growth has been limited for the following reasons:

- Students don't know where to find online classes; there is not a single source of all available online courses or programs; they must shop all 112 campuses individually to find them.
- Instructional design is often not at a level to deliver information in a clear and engaging manner, including creating interactive learning opportunities.
- Insufficient student support systems exist to ensure success in the online environment (tutoring, supplemental instruction, and counseling). Students drop online classes at higher rates because they are ill-prepared and/or not supported for the online experience.
- Since DE course delivery systems vary from one institution to the next, students must relearn the online environment and navigation; there is not a single, uniform DE experience in the CCC system.
- Delivering DE requires a large, up-front technology investment by a local campus; community colleges are also unable to support 24/7 technical support to these local DE enterprises. 112 campuses each making a unique, local choice produces no economies of scale in the purchase of DE hosting and support services.

Online Education Initiative Program Components

The following are descriptions of the Online Education Initiative Program. There are six components described:

1. Associate Degrees for Transfer (ADT)

The ADTs are the initial focus of the Online Course Exchange because it best lends itself to addressing many of the policy issues that will enable the program to be implemented quickly and support the program's goal to improve graduation and transfer rates of CCC students. SB 1440 (Padilla), enacted in 2010, provides students with streamlined and transparent transfer pathways from the California Community Colleges to the California State University. Currently, over 20 pathways have been developed, providing unprecedented access to baccalaureate degrees while at the same time reducing the number of courses students take by reducing duplication and misalignment of required courses. As a result, in the coming years, more students will complete their degrees on time and take fewer courses, thereby saving students, their families, and the State of California resources in the form of time and money.

The advent of Associate for Transfer Degrees (ADTs) has great promise in moving students toward a clear pathway to CSU transfer. However, to date, there is no specific effort surrounding the creation of an ADT pathway through DE.

2. Other Degree Credit Courses

After the initial development of the ADT courses in the online course exchange the second area of development is other degree credit courses. In 2011-12 there were 57 colleges that offered 557 programs that can be completed through distance education. Many students are selecting distance education courses to augment their degrees and to obtain them without coming to campus. Another focus of the Online Education Initiative will be to help colleges provide and expanding offering of degree courses through the exchange and assist students in the completion of other programs of study that are not approved ADTs.

3. Basic Skills Courses

Many CCC students enter the System needing assistance to be successful with college level work. Roughly 70 percent of students arriving at California community colleges lack appropriate preparation in reading, writing, and mathematics and often are directed to a series of basic skills courses that often result in a student spending years in basic skills courses before ever attempting college level work. Unfortunately, more student never progress to college level work from basic skills. Basic Skills instruction delivered via DE could be provided free of charge to the student and with little cost to the State, if developed and organized using new models of instruction in combination with effective student support services. This is a long term goal of this project and would only be addressed in the first year as a research and planning goal.

4. Credit by Exam

In 2010-11 there were approximately less than 2,000 students who petitioned in the CCC System for credit by examination. The Credit by Exam process exists today in the California Community Colleges and provides students with the opportunity to translate experience and knowledge acquired outside of a traditional classroom setting into college credits. Whether through external online courses, military experience, or prior professional experience, systems should be established to inform students about opportunities to demonstrate those competencies and apply them towards completion requirements for certificates and degrees.

5. Common Distance Education Management Platform

A common statewide DE hosting and course management platform does not currently exist, nor a common 24/7 support center for tutoring, proctoring, registration, and other academic and student services. These commodities are purchased locally at no economy of scale, and are very costly to support and maintain.

6. Quality materials and design support

The Online Education Initiative must establish a system that ensures a high standard of quality across the system by providing faculty with design and course development support to the benefit of both faculty and students.

Online Course Exchange Concept Map

The concept map in this application is a visual representation of the proposed structure of the CVC Online Course Exchange. The concept map focuses on the initial phase of the exchange's development which is the ADT program. There are four areas of the concept map: role of the CVC, exchange course requirements, course enrollment and academic and student support. The following are very brief high level descriptions of these areas. The respondent may propose additional and more complex designs.

Role of the CVC – The California Virtual Campus (CVC) provides complete, timely, and accurate information about online courses and programs in California higher education, and provides links to resources that support students as they navigate through the complex world of distance education in California. It is a project funded by the California Community Colleges Chancellor's Office by a grant to the Butte-Glenn Community College District. The CVC operates to develop, construct, and maintain core services and relationships that support and enable distance education efforts at all California colleges for all students.

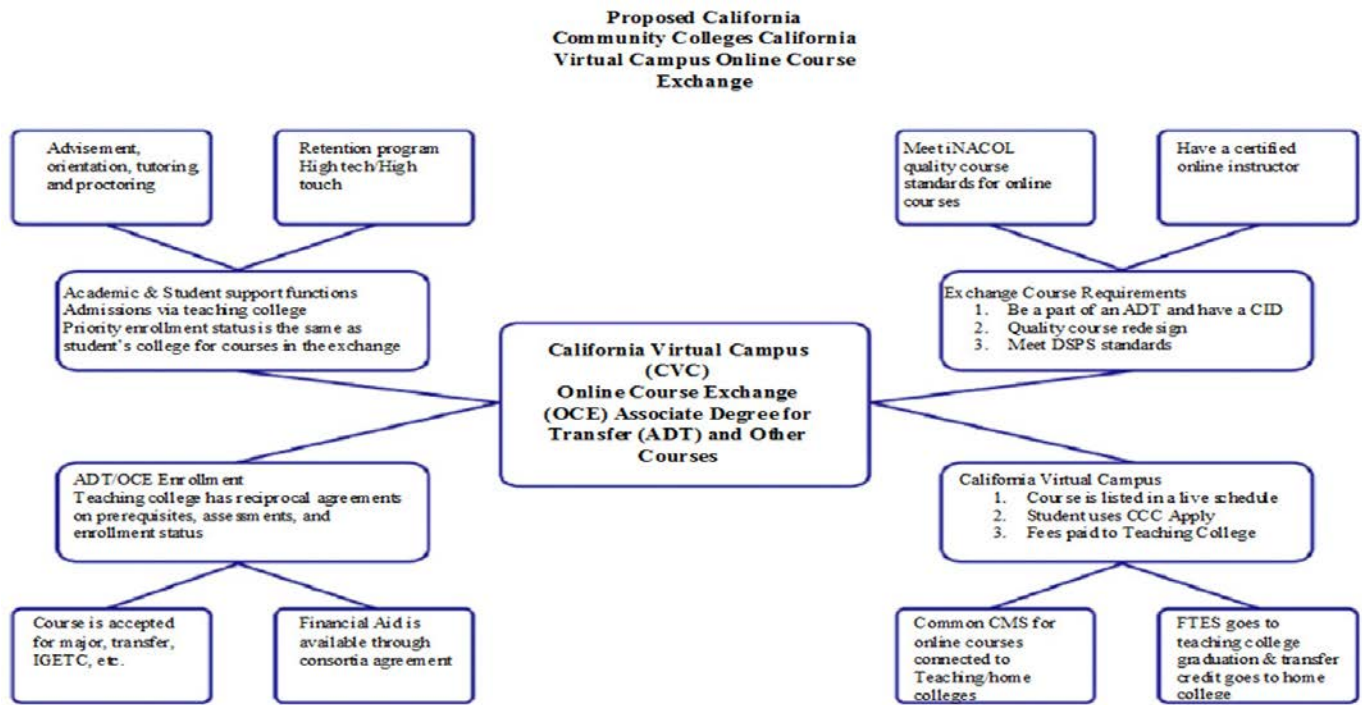
The CVC is the implementation program of the Online Course Exchange component of the Online Education Initiative. The CVC will house all program components of the exchange including the hosting of courses and will serve as the central communication point for the flow of information between participating colleges about student enrollments and outcomes.

Course Exchange Course Requirements – All courses in the exchange in the first phase will be a part of an ADT and have a Course Identification (C-ID) Number. This will facilitate the easy transfer of course credits both inter and intra segmentally between two and four year colleges and between two year colleges. Courses would be required to meet iNACOL quality online course standards and instructors would be required to document that they have completed an online teaching certification program. These requirements will contribute to the quality design and instructional delivery of content that supports student retention and success. Courses that are in high demand and fill quickly should be in the first wave of ADT related courses to be selected.

Courses taught in the exchange are considered to be courses from the teaching college where the FTES is collected. All fees associated with the course are paid to the teaching college. Support for disabled students is the responsibility of the teaching college. All courses will be ADA compliant.

Course Enrollment – Any student from a college in the consortia can take a course in the exchange and have the course credits apply to their ADT for graduation and transfer. As a condition of participation the teaching college¹ will agree to accept the student's home college's² assessments, prerequisites, and enrollment priority status. Within the exchange students have the ability to “swirl” between colleges and have the ability to access courses as if the courses are taught at their home college.

Academic and Student Support – Each course in the Online Course Exchange would be supported by the project in online course orientation, student retention methods, proctoring, tutoring, plagiarism, etc. Students would have to complete an online orientation for distance education course prior to gaining access to the Online Course Exchange. Students would also be required to declare a home college in order to participate in the exchange. Students receiving financial aid would be eligible to receive their allocations as if they were taking all of their courses at the home college.



¹ The “teaching college” is the college responsible for delivering the course and receives the FTES for the course as well as assumes all responsibility for delivering program services like support for disabled students.

² The “home college” is the college where the student has completed the matriculation process and will complete the degree requirements and receives graduation and transfer outcome credit.

Other California Community College Program Initiatives

In addition to the Online Initiative CVC Expansion RFA, the Chancellor's Office has issued two additional RFA's, one for the Common Assessment Program (CCCAssess) (RFA 13-083) and the second for the Education Planning Program (RFA 13-084). Both RFA's are in direct support of the Student Success Program. The Online Course Exchange project is an independent RFA separate from these RFAs however the recipient of this grant is expected to work in coordination with the other grants to better utilize State resources and to assure the projects are not working at cross purposes.

Student Success Program

In 2012, with the passage of Senate Bill 1456 (SB 1456) the Seymour-Campbell Matriculation Act of 1986 was renamed Seymour-Campbell Student Success Act of 2012 (referred to as the Student Success Act). The bill refocuses and updates Matriculation language to align with the recommendations from the Student Success Taskforce (SSTF) regarding services needed to support students in developing an "informed" ed goal, developing educational plans and declaration of a course of study. As well as, it reinforced the need to leverage technology to provide these services. The funded program named the "Student Success and Support Program" provides funding targeted to the core matriculation services: orientation, assessment, counseling, advising and educational planning.

California Community College Technology Landscape

The Chancellor's Office funds centralized projects that leverage technology and have moved the system toward a more integrated approach to standards development, collecting user requirements, systems design and development. The California Community College Technology Center (CCCTC) is a grant to the Butte CCD. A primary focus of CCCTC has been technology for statewide projects. The CCCTC has been laying the foundation for a statewide portal (UPortal) and platform. The focus for the portal will be to provide a single point of access to all centralized Student Success Program elements. To accomplish this goal, data, development, infrastructure, and security standards are being developed and the push toward federated identity management continues.

In working with the CVC Expansion, Common Assessment and Educational Planning Programs, the CCCTC could be responsible for Systems Analysis, Information Security, Architecture Hosting, Software Development, User Interface, Student Support, Student Accounts / FedID, Quality Assurance and Maintenance for customers, tools and services leveraging the statewide portal or platform.

Online Education Initiative and CCCTC Partnership

It is anticipated that the Course Management System would be procured and managed by the CVC Online Course Exchange grantee. However any elements that sit on top of the platform (hosting, federated id, and uPortal) must be coordinated with the CCCTC, such as a centralized registration mechanism, student services messaging, online course catalog, credit by exam workflow, etc. The winning grantee is encouraged to work with the CCCTC which may be contracted to perform this work. This coordination will leverage existing technology projects and assure a level of interoperability between grants. The State wishes to establish collaboration with this project and other projects that are directly and indirectly related to the delivery of online instruction.

Cal-PASS Plus

Cal-PASS Plus is a Chancellor's Office grant and has been charged with the development of an Assessment data warehouse that collects student assessment scores and multiple measure data points. Cal-PASS is working on the technical standards and infrastructure to link data from CCCApply, Cal-PASS, MIS, EAP, and K-12 as well as facilitate the integration of future data points. The expected outcome will be tools and research made available to faculty and staff to support the placement activities across the community college system. While the CVC Expansion program may not directly interface with Cal-PASS Plus, CVC may need and/or want to access information located in the Cal-PASS Plus database to satisfy immediate and/or future needs.

3CMedia Solutions and CCCConfer

3CMedia Solutions (www.3CMediaSolutions.org) and CCCConfer (www.cccconfer.org) are grants to Palomar CCD from the Chancellor's Office that provides support for media production, conference support filming support, video conferencing and phone/web conferencing tools for the California Community Colleges. 3CMediaSolutions would manage the expansion of the video conferencing services to support CVC. CCCConfer would provide support services such as "online office hours" for instructors and other conferencing services.

@One

@One (<http://www.onefortraining.org/>) is a grant through the Chancellor's Office that provides professional development for faculty and staff. @One has developed an Online Teaching Certification curriculum for the California Community Colleges and would serve as the professional development arm of the CVC program.

C-ID

The Course Identification Numbering System Project (www.c-id.net) is a grant to the Los Rios Community College District from the Chancellor's Office. Grant operations are coordinated with the Academic Senate for California Community Colleges. C-ID is a numbering system to facilitate the transfer and articulation of courses among California's higher education institutions. It is a faculty-driven system to define the critical elements of common courses and assign supra-numbers to transfer courses with comparable content. It is a response to the needs of transfer partners and students. Each C-ID number identifies a lower-division, transferable course commonly articulated between the California Community Colleges and universities (including University of California, the California State University campuses, as well as with many of California's independent colleges and universities)

PURPOSE AND USE OF FUNDS

The goal of the Online Education Initiative is to assist a larger number of students complete educational goals by delivering, Associate Degrees for Transfer (ADT), other credit degree courses, Credit by Exam and basic skills courses in a uniform, easily navigated, online environment of high quality course with a full complement of student service tools and support.

The above mentioned courses will be available through a consortium of colleges who have entered into articulation and other policy agreements thereby facilitating student participation, enrollment and degree completion.

The Online Education Initiative also seeks to leverage the massive purchasing power of the CCC system, save a considerable sum of money by aggregating monies spent on DE locally to the system level and awarding a single provider with an enterprise contract to host and support potentially all 112 CCC campuses with an unlimited use license for a single, common distance education course management system.

The Online Education Initiative grantee will be responsible for working with the Chancellor's Office and constituent groups to address program and policy development and/or changes as well as developing and deploying the process and technical implementation strategies for the California Community College System, which includes 112 colleges, 72 districts and a state Chancellor's Office.

This grant, which will be for a period of up to four years and 7 months, will be awarded to satisfy the fiscal and program requirements of the California Community College Online Initiative. The award recipient will be responsible solely for handling the creation, needs and expansion of the program, which is currently not operational. The grantee will also be required to ensure program continuity with minimal overhead and utilize existing statewide products and services in program deployment.

APPLICATION OF WORK PLAN

The primary objective of the Online Education Initiative is to help students move successfully and efficiently toward the completion of their educational goals by expanding online course and support offerings. The following list of objectives provides the major project milestones necessary to achieve the primary objective.

The Online Education Initiative includes components that touch on every function within the community colleges, including Governance, Academic Affairs, Student Services, Marketing and Technology; as such the following objectives are divided into subcategories related to each function.

OBJECTIVES

The applicant is asked to include objectives in the work plan (form provided) but to also provide a narrative for each objective describing how the objective addresses the need/problem described in the application. Include how the objective will be measured and stated in terms of change expected. The following list of objectives represent a baseline of minimum requirements. The applicant is encouraged to provide additional project objectives needed to satisfy the applicant's proposal. Please clearly number and follow a consecutive numbering pattern for tracking and scoring purposes.

1. Governance

- A. Ensure program success through effective governance structures. The successful applicant will be required to work with a representative advisory group developed in consultation with the Chancellor's Office.
- B. The Online Education Initiative must operate legally, effectively and satisfy the program and operational goals of the State, colleges and students.

2. Academic Affairs and Instruction

- A. Assume responsibility for and provide online courses through the development and expansion of the existing California Virtual Campus (CVC) to be offered through a consortium of colleges providing online education.
- B. Identify and address the needs of Associate Degree for Transfer (ADT) students, faculty, Chancellor's Office and instructional support staff.
- C. Identify and address the needs of other credit degree courses students, faculty, Chancellor's Office and instructional support staff.
- D. Identify and address the needs of Basic Skills students, faculty, Chancellor's Office and instructional support staff by developing effective strategies in this area.
- E. Identify and address the needs of Credit By Exam students who wish to acquire course credit through an online process, including students, faculty, Chancellor's Office and instructional support staff.
- F. Using multiple strategies and methods increase student retention and success in all online courses and programs. The current differential between online and traditional courses for retention and success are seven and nine percent respectively.
- G. Ensure that all academic processes and standards will sufficiently adhere to established distance education guidelines to enable statewide program implementation.

3. Professional Development and Course Design Standards

- A. All faculty and staff involved with the CVC Program will have access to high quality professional development and receive training on the program and technical elements of CVC.
- B. Ensure that all faculty teaching courses in the Online Course Exchange have online teaching credentials comparable to the @ONE Online Teaching Certificate. Comparable programs provided as an example include but are not limited to any accredited college online teaching certificate, Sloan Consortium, Quality Matters, etc.
- C. Ensure that all online courses offered through the Online Course Exchange are high quality and are approved through an advisory body.

4. Student Experience and Support Tools and Services

- A. The Online Education Initiative will provide online Student Support Tools and Services, including but not limited to, advisement, online course orientation, assessment, tutoring and proctoring.
- B. Ensure that procedures and processes for registration and enrollment, placement and financial aid are in compliance with federal and state statutes and regulations and designed to meet the needs of CCC students.
- C. The Online Education Initiative must adhere to the American with Disabilities Act regulations and section 504 of the Rehabilitation Act and provide the accommodations necessary for disabled students to participate in courses hosted through the CVC.
- D. The student experience is streamlined, consistent and automated to the greatest extent possible.
- E. The Online Education Initiative will explore new ways to support a geographically diverse student body.

5. Technical Infrastructure

- A. The Online Education Initiative will offer a single uniform common Course Management System (CMS) to effectively deliver and manage online courses.
- B. The Online Education Initiative will have a user friendly, integrated, web-based presence for communication, support and program activities.

- C. Hardware and bandwidth demands will allow for course administration, development and student support at all community colleges regardless of bandwidth capacity.
- D. Statewide technology system integration and standards will be governing principles throughout the lifecycle of the project.
- E. Instructional and technical support must be available to students, faculty and staff as needed.
- F. The Online Education Initiative courses and instructional content should be stored in a central location.
- G. The Online Education Initiative will have robust data transfer; reporting features and functionality will be included in the program.
- H. The Online Education Initiative will be successfully deployed and available to all colleges regardless of local learning management system capabilities or processes on an ongoing basis.
**Clarification: colleges may choose to participate immediately or request to participate at any time after implementation. Some colleges may have a high level of end user experience in online education technology or pedagogy while other colleges will have little to no local experience.*

6. Project Planning and Evaluation

- A. The various elements of the CVC program will have clearly stated and measurable metrics for evaluation purposes.
- B. The Online Education Initiative will be successfully deployed and available to all colleges regardless of local learning management system capabilities or processes on an ongoing basis.
**Clarification: colleges may choose to participate immediately or request to participate at any time after implementation. Some colleges may have a high level of end user experience in online education technology or pedagogy while other colleges will have little to no local experience.*

7. Program Structure

- A. The Online Initiative will operate through a clearly defined and effective programmatic structure.

Clarification: applicants may propose but are not limited to one of the following partnership models.

1. Single college/district develops RFA response and bids as a single college or district responsible for CVC Online Course Exchange objectives.
2. Two colleges/ districts develop the RFA response and clearly define the

- roles and responsibilities required to satisfy the CVC Online Course Exchange objectives.
3. Multiple colleges/districts develop the RFA response and clearly define the roles and responsibilities required to satisfy the CVC Online Course Exchange objectives.

*Note: In order for a college/district to submit a proposal in response to this RFA process the college/district must have responded to the Solicitation of Interest (Part 1 of the RFA process). This restriction is only for those districts/colleges that plan to serve as the responsible fiscal district/college if it is a consortium model identified in numbers one and two above. Districts/colleges that did not submit an intent to participate certification may be included as a part of a consortium.

8. Communication

- A. The CVC Online Course Exchange will be marketed to current and potential community college students through effective channels of communication.
- B. Information related to the CVC Online Course Exchange will be easily accessible and clearly understood.

PROCEDURES AND ACTIVITIES

The applicant is asked to include procedures and activities in the workplan (form provided) but to also provide a narrative for all activities and procedures describing how the activity and procedure will be employed to achieve each of the proposed project objectives. Also, describe the rationale for choosing the selected procedures and activities. Ensure the procedures and activities represent feasible solutions or strategies to the problem/need. Please clearly number and follow a consecutive numbering pattern for tracking and scoring purposes. Multiple procedures and activities are allowed for each objective.

To accomplish the objectives listed, the CVC Online Course Exchange includes but is not limited to the following procedures and activities:

1. Governance

- A. Establish a governance structure comprised of state and local California Community College leadership including, but not limited to the following: Academic Senate for California Community Colleges, Chief Instruction Officers, Chief Student Services Officers, and Chief Information Systems Officers Association, as well as representatives from the Chancellor's Office from Academic Affairs, Student Services, and Technology, Research, and Information Systems.
- B. Regularly convene and effectively manage the CVC Advisory Committee and agenda.
- C. Review, establish, modify and vet policy and process-related items to ensure the

CVC Online Course Exchange can operate legally, effectively and achieve program objectives.

- D. Develop and maintain consortium level agreements for participating colleges.

2. Academic Affairs and instruction

- A. Develop standards and processes to facilitate the development of consortium agreements governing the design, development and review online courses.
- B. Work in collaboration with the C-ID Project to review, approve and assign a course identification number (C-ID) to every course included in the CVC Online Course Exchange.
- C. Develop effective student retention programs through data analytics and student response systems that reach out to students on a regular basis and personalized by analyzing student behavior patterns.
 - 1. Develop appropriate procedures and activities to increase the number of Credit by Examination opportunities for students.
 - 2. Implement planning strategies to incorporate basic skills courses in the Online Course Exchange.
 - 3. Develop a plan to incorporate proctoring and tutoring experiences for all courses in the Online Course Exchange.

4. Professional Development and Course Design Standards

- A. All courses in the Online Education platform (course exchange) must meet the iNACOL standards for online courses.
- B. Partner with the existing @One Project to provide online teaching certification for faculty without existing documentation of online teaching certification prior to teaching courses in the Online Course Exchange.
- C. Coordinate all professional development and course design activities with the Academic Senate for California Community Colleges.
- D. Partner with the existing @One Project to ensure faculty are prepared to operate effectively in the distance education environment. This would include the development of a faculty orientation experience for teaching in the Online Course Exchange.

5. Student Experience and Support Tools and Services

- A. Develop and implement processes and technical procedures to enable students to search for and enroll in available/open online courses of participating colleges throughout the system.
- B. In collaboration with advisory structures and partners to develop and implement student workflow procedures for the various elements of the Online Education Initiative.

- C. The Online Education Initiative should utilize and interface with other technical infrastructure projects to reduce duplication and enhance State resources, i.e. the Student Portal, the new Common Assessment and Education Planning Projects as well as the existing Cal-PASS Plus project.
- D. Leverage existing and future telecommunications technologies to provide comprehensive and effective student services phone, web, mobile devices, and video conferencing capabilities..

5. Technical Infrastructure

- A. Organize a committee to define system requirements and develop system design and implementation plans.
- B. Consistent data and technical standards will be developed, implemented and maintained to enable the automated transfer of data and systems integration.
- C. The Online Education course exchange will utilize the Systemwide Student Account / Identifier (CCCID), which is a CCC Technology Center project, to enable single sign on functionality across the System³.
- D. The Online Education course exchange should collaborate with the existing CCC Technology Center at Butte CCD, to develop/provide any services to facilitate the CVC Online Course Exchange integration with the Statewide Portal (UPortal). Services may include but are not limited to, registration, student messaging, online course catalog and work flow development.
- E. The Online Education course exchange will support the transfer of relevant student academic and support data into and out of the system, including but not limited to, Chancellor's Office Management Information System (COMIS), local Student Information System, Statewide data warehouse (Cal-PASS Plus)
- F. Faculty should have the ability to easily identify, access, modify, store, stream and archive courses and course content in Online Education platform.
- G. Develop and maintain a web based presence for the Online Education Initiative.
- H. To increase process and cost efficiencies, the Online Education Initiative will partner with and leverage existing statewide technology, academic and student support projects to achieve objectives. Projects/grants include but are not limited to: California Community College Technology Center, @One, CENIC, Distance Education Captioning and Transcription (DECT), C-ID, ASSIST and Video

³ The CCC System is committed to participate in the InCommon Federation. (InCommonFederation.org) for single sign-on (SSO) using Shibboleth's Identity Provider and Service Provider software (shibboleth.internet2.edu). Students and staff will be able to use their local college logins to access statewide web services such CCCApply, and Common Assessment. Conferencing (3CMedia), Web-Conferencing (CCCConfer)⁴

6. Planning and Evaluation

- A. Develop metrics to evaluate the impact of program components on student, faculty, administrative and technical success and effectiveness.
- B. Identify an external evaluator to develop and implement evaluation processes and produce findings.
- C. Develop, maintain and execute implementation plans to support all colleges regardless of local learning management system capabilities or processes.

Clarification: Colleges may fall into a variety of categories such as but not limited to:

- No local LMS / No online courses / no faculty or technical experience with online education / immediately consortium and platform participation
- No local LMS / No online courses / no faculty or technical experience with online education / delayed consortium and platform participation
- Local LMS / Few online courses / limited faculty or technical experience with online education / immediate consortium and platform participation
- Local LMS / Few online courses / limited faculty or technical experience with online education / delayed consortium and platform participation
- Local LMS / high to moderate quantity of online courses / high to moderate faculty or technical experience with online education / immediate consortium and platform participation
- Local LMS / high to moderate quantity of online courses / high to moderate faculty or technical experience with online education /delayed consortium and platform participation

In all scenarios a college may choose to:

- Locally manage, support and offer courses through a local LMS while participating in the centrally offered LMS.

Migrate existing courses (if approved) to the central LMS and phase out the local LMS.

- D. Milestones for all project areas will be developed, tracked and communicated.
- E. The implementation plan for the initiative will be comprehensive, strategic and inclusive of all statewide project dependencies as appropriate.
- F. The project will develop and follow a plan for ongoing monitoring and sustaining activities.

7. Program Structure

- A. Clearly define the roles and responsibilities required of all parties (as applicable to the response) to satisfy the CVC Online Course Exchange objectives.
- B. Develop and maintain the necessary relationships with advisory groups, partners and other technology projects to implement the goals and objectives of the Online Education Initiative.

8. Communication

- A. Develop a comprehensive communication and outreach plan for the Online Education Initiative.

PROGRAM EVALUATION/PERFORMANCE OUTCOMES

The applicant is asked to include the performance outcomes in the workplan but to also provide a narrative for each performance outcome describing how progress will be measured, including what data will be collected. Evaluation design describes how each objective/outcome will be measured and reported (methodology) and identifies the anticipated findings and expectations (project outcomes). The applicant should state if the evaluation tools could be useful as a continuous improvement mechanism and if they could be used to identify and/or track known issues.

The funded applicant will be required to submit a mid-year progress and expenditure report and a final annual report. The annual report must describe the project status, performance outcomes and identify level of institutionalization.

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

TELECOMMUNICATIONS AND TECHNOLOGY ADVISORY COMMITTEE (TTAC) RECOMMENDATIONS

In April of 2013, TTAC met to thoroughly discuss the potential issues related to developing the CCC Online Education Initiative. This list is not intended to provide a comprehensive or required list of objectives, procedures/activities to be included in an applicant's response, nor does it supersede the RFA instructions, it is a resource and provides the applicant with additional background related to conversations about online education.

Recommendations Regarding the CCC Online Initiative Proposal Telecommunications and Technology Advisory Committee | April 26, 2013

Focus of the Proposal

The advisory committee recommends that the proposal should emphasize:

- increasing the likelihood that online learning will be delivered in a manner that ensures high quality instruction
- enabling more students to access, complete, and pass courses
- helping close equity gaps in student success
- the way online learning is integrated into many aspects of community college instruction and student support, not just distance education offerings

Key Implementation Elements

When implementing this technology initiative, the advisory committee recommends that the Chancellor's Office keep the following elements in mind:

- efforts should be based upon research about how online elements can best be used to support equitable student success
- information should be gathered about how other states or businesses have handled similar issues
- a range of practitioners (faculty, student services, senior leadership, IT, researchers) and students should be involved in the further development of this initiative
- ensure that any resources or tools that are developed are in alignment with accreditation requirements
- ensure that any resources or tools that are developed do not undercut funding formulas, and if they do, change regulations so that colleges are not penalized for adopting these new elements
- before building a tool from scratch, investigate off-the-shelf products or services that could be leveraged and modified, particularly related to resources already in use by colleges or provided by the system
- when designing tools, ensure that the data elements required to assess the efficacy of these resources are included
- all content should be accessible for students with disabilities
- in addition to professional development offerings, provide technical assistance to support colleges in adopting new tools and processes

- identify the kinds of legal risks that will need to be addressed and which entities could be held liable

Creating a Statewide Portal for Distance Education Registration

The advisory committee recommends that a system-wide resource be developed that makes it easier for students to find and enroll in distance education offerings that are being provided by individual California community colleges.

- CVC.edu should become a portal where students can search for distance education options based on a number of criteria including factors of interest to students (e.g., host college, timing) and eligibility-related factors (e.g., financial aid, registration priority). The site should offer recommendations for courses based on other students' choices and integrate resources such as ASSIST and degree planning software. It should also provide opportunities for students to be alerted about the availability of specific courses they are interested in.
- Information on the availability of individual distance education offerings will be pulled automatically from each participating California community college for display on CVC.edu. This data transfer should be instantaneous, so that that information on the courses and number of open seats is accurate.
- Individual distance education courses will only appear in the CVC.edu inventory once the priority enrollment period has ended on its home campus and only if seats are still available. The Chancellor's Office should investigate further how local enrollment priorities will shape registration opportunities on CVC.edu.
- Students should be able to register—and if needed, apply to community college—seamlessly from the CVC.edu site. If the student is already enrolled at a California community college, the student will immediately be able to access registration on the distance education course's host college website. If the student is not already enrolled at that institution, the student's CCC Apply data will be transferred to the host college so that a student ID can be assigned. The Chancellor's Office will need to determine the technical requirements for this transfer and auto-population of application data.
- If the student is not yet enrolled in a California community college, the student will be able to access CCC Apply, become a student affiliated with the host institution for the first course they select, and then enroll in the course.
- To support seamless registration, CVC.edu will need access to CCC Apply data as well as information such as documentation on proof of residency, whether each student has completed an orientation, assessment scores, whether they have an educational plan, and whether they are on academic probation.
- Creating a statewide portal for distance education registration will require system-level articulation using C-ID and federated IDs among participating colleges. Consortium agreements will be required to address issues such as accepting residency determination from another college, financial aid, prerequisites, assessment, course-level articulation with other institutions, FTES apportionment, and application of

repeatability limits. The Chancellor's Office should investigate how other states have addressed these questions to inform the development of California-specific agreements.

- While information to support registration will be tracked statewide, information on student performance in distance education courses will not. Students will need to request that transcript information be sent from colleges where they took distance education offerings to their home campus.
- Colleges should be able to use CVC.edu to better understand students' course-taking behavior across institutions. For example, colleges should be able to access information on where demand outstrips supply for specific distance education topics, to inform scheduling decisions and to encourage a system-wide response to student needs.

Offering Student Success Resources in Online Environments

The advisory committee noted that online learning happens in more contexts than distance education courses and could be a powerful tool to support students' abilities to succeed in college.

- The Chancellor's Office should support the development of a common online orientation platform that has a statewide component and a customizable portion for college-specific information. The statewide portion should cover topics such as financial aid, issues specific to particular populations (e.g., veterans), library information, links to resource like ASSIST and transfer information, and answers to commonly asked counseling questions. The local portion should include components that address college-specific content and ensure students know how to access face-to-face services. Colleges could offer this orientation as an online course that counts toward fulfilling the Student Success Act requirements that influence enrollment priority and financial aid eligibility.
- The Chancellor's Office should support the development of or subsidized access to video modules that address issues such as time management and learning to learn. Colleges could offer incentives, such as having students get credit or increase their enrollment priority, when they access and demonstrate understanding of these concepts.
- The Chancellor's Office should provide subsidized, statewide access to online tutoring resources that address topics like basic writing and math.
- The Chancellor's Office should provide subsidized, statewide access to technology-based communication tools that will allow colleges to alert students about resources likely to improve their success.
- The Chancellor's Office should encourage the development of hybrid student support. For example, counselors could adapt a model used by librarians for reference resources that uses both online tools and real-time advice provided by a statewide pool of librarians. Any pilots of these approaches should be designed so that they won't reduce access to state funding and should include an analysis of usage patterns to better understand student needs.

Assessing Student Readiness for Online Learning

One factor in the lower completion and success rates for distance education courses is that students may not be prepared to learn in an online environment. The advisory committee recommends that the Chancellor's Office support the development of resources that assess and improve students' readiness to learn online.

- The Chancellor's Office should support the development of a highly interactive, modularized orientation to online learning that includes three components: overall online learning success and system-wide resources, campus-specific information, and course-specific information.
- The overall success content should address the fundamentals of learning online and set expectations for how online courses compare to onsite courses. This content should be fully developed and freely available for local use.
- To support campus-specific and course-specific components, templates should be created that recommend topics to cover. This content should be locally-developed.
- To assess whether students are prepared for online learning, the Chancellor's Office should support the development of an online learning pre-test and post-test that address overall online learning success. Colleges could add questions that address campus- and course-specific content.
- Colleges should determine how to use the orientation material and tests. For example, they could elect to group the orientation content and offer it as a for-credit course, implement this content as a section-level limitation on enrollment, or send individual modules to students based on their behavior in online courses or an instructor referral. Colleges could use the pre-test to help students determine whether they are prepared to learn online and inform their eligibility to enroll in an online course. The material could also be made available on CVC.edu, so students could self-assess and then access training materials.
- The orientation to online learning modules and the online learning readiness tests should be evaluated and updated over time. Student usage of these resources should be tracked as part of the data available to colleges at CVC.edu. The Chancellor's Office could also solicit a group of colleges to pilot a mandated online learning test and orientation to determine the efficacy of these resources.

Using Online Learning to Address Basic Skills

The advisory committee recommends that the Chancellor's Office support modularized basic skills online learning tools that are focused on students who need to brush up on discrete skills. The group was concerned that online learning environments are not appropriate for students who have never mastered fundamental reading, writing, math, and English-language skills. Colleges should determine whether and how to utilize these resources.

- The Chancellor's Office should support the development or bulk purchasing of modular tools and assess their efficacy.
- Content could be used before an assessment test to increase the likelihood that students will pass standardized tests (e.g., integrated into bridge programs).
- Content could be used after assessment tests to build discrete skills (e.g., offer modules for students who are missing a few concepts and do not need to take an entire course).
- Content could be built into college-level courses to help reinforce key skills (e.g., modules could be assigned by an instructor for a student who needs a refresher on a foundational concept).
- Content could prepare students to do credit-by-exam (e.g., taking a MOOC and then doing the challenge test for English or math).

Implementing Credit-By-Exam

The advisory committee offered several recommendations to the Chancellor's Office to inform the implementation of statewide efforts in this area.

- The Chancellor's Office should explore the feasibility of partnering with the Academic Senate for California Community Colleges (ASCCC) to support the development of common credit-by-exam assessment instruments for a few high-demand courses, such as basic skills courses that are one level below college level, with the goal of creating consistent standards.
- Assessment instruments should be delivered locally and colleges will have final say about accepting the credit-by-exam assessment instrument.
- Awareness should be built about the credit-by-exam option, clarifying that this is not an easy route to avoid doing the work within a course. For example, if information about credit-by-exam is shared on CVC.edu, it should not be in the same drop-down list as California community college distance education courses.
- The cost of credit-by-exam options should be carefully reviewed so that colleges are not incentivized to use this option to raise funds and so that students don't see this option as a cheaper way to get college credits.
- If credit-by-exam gets developed for the competencies identified for C-ID courses, faculty groups will need to reconvene to address both content and appropriate assessment methods. The California State Universities will need to be engaged to ensure this option will be transferrable. Developing common credit-by-exam assessment instruments for C-ID courses should be a low priority unless this becomes a high demand topic area.

•

Supporting Academic Quality in Online Learning

In order to improve the quality of online learning, the advisory committee recommended that a number of resources be developed to provide online instructional design guidance, offer professional development on online instruction pedagogy, and share high-quality online content.

- The Chancellor's Office should support the development of statewide certifications for teaching online, building off of existing resources such as the @ONE infrastructure and national standards. There should be several levels of certification to support those just getting started in online teaching, as well as those offering more complex online offerings.
- To encourage faculty to get certified, those who receive certifications should be eligible for salary increases and the fees for the certification courses should be reimbursed.
- @ONE's services should be expanded to include support communities, such as virtual coaching by instructional designers, mentoring networks, spaces where questions can be posted and answered, sandboxes where draft courses can be critiqued, and social media vehicles for sharing valued resources and encouraging regional collaboration.
- @ONE should also create more train-the-trainer opportunities to build local capacity to support high-quality online instruction.
- Access to high-quality online content should be aggregated to support collaboration among instructors and to encourage the integration of online content into contexts such as hybrid courses or flipped classrooms.

- The Chancellor's Office should work with @ONE and ASCCC to examine ways to improve the online course review process to address the inter-relationships of online content design and instruction.

Supporting Counselors' Use of Online Tools

In addition to providing professional development for instructional faculty, the advisory committee noted that counselors will need support related to advising students about online options and their own use of online support tools.

- The Chancellor's Office should support the development of a statewide certification for counselors on advising students on online options and success. This training should be modularized so that individual colleges can easily integrate information on local needs and systems.
- As part of broader professional development offerings from @ONE, content should be developed that introduces counselors to technology-based advising options, explains available technology tools, and explores concerns about how to address high-touch issues in a virtual environment.

Developing a Common Course Management System

The advisory committee emphasized that any common system will need to be optional. In order to create a system that will be a superior solution to existing options, the group recommended that the following factors be taken into consideration:

- pursue the development of a wrap-around online environment, rather than a narrow course management system, so that student support tools can be integrated and the environment can support new technologies as they are developed (e.g., adaptive learning, mobile technologies)
- take into account the way faculty use these systems and the ease of managing core instructional processes (e.g., grading, communication with students, discussions, office hours, integrating content, usability for STEM content, learning communities)
- take into account the way students use these systems (e.g., ease of navigating content, providing e-portfolios that include content from multiple courses, accessibility for disabled students, flagging unfinished assignments)
- provide flexibility so the system can be used by those new to online instruction and those using advanced methods, as well as supporting hybrid and onsite courses
- while there can be a standard interface, ensure instructors will be able to customize the content for their own teaching style and college branding can be included
- ensure that it will be easy to convert courses from other course management systems
- identify processes that make sense to manage at the system level, such as securing access to copyrighted materials and reviewing accessibility for students with disabilities
- ensure the back end will integrate with various IT and ERP systems, that security will be strong, and the identity of online students can be verified
- include feedback systems so that students can provide input on the system and flag problems
- develop a data architecture that enables evaluation of the tool, including student behavior in accessing and interacting with online content, as well as the capacity to add additional data flags or elements over time

LEGAL TERMS AND CONDITIONS

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

INFORMATION

If you have any questions or need more information regarding this RFA, please contact Project Monitor, Bonnie Edwards by telephone (916) 327-5899 or e-mail at bedwards@cccco.edu.

Section II

Application Instructions and Evaluation Criteria

Section II

Application Instructions and Evaluation Criteria

A. INTENT

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

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

B. RFA FUNDING CATEGORY

Fund disbursements are allocated in one funding category:

- a. Expanding Technology the Delivery of Courses through Technology (2013-14 California State Budget Schedule (26) 10.10.050***

C. ELIGIBILITY

Community College districts are eligible to apply. If a Solicitation of Interest preceded this RFA, only districts that have successfully completed the Solicitation of Interest process may apply. Individual RFA Specifications may expand the applicant eligibility pool beyond those of Community College districts. (See the RFA Specification for this information.) All applications recommended for approval shall have or obtain approval of the Board of Trustees of the districts.

Important Note: All potential applicants for funding under this RFA should carefully note that new provisions were recently added to the “Division/Program-Specific Legal Terms and Conditions,” Article I; the “Standard Legal Terms and Conditions,” Article II; and the “Division/Program-Specific and Standard Legal Terms and Conditions,” Article III. These provisions relate to the use of subcontractors, the implementation of the settlement agreement in *Camarena v. San Bernardino Community College District*, et al; and the eligibility of certain classes of non-citizens to receive public benefits under the Personal Responsibility and Work Opportunity Act of 1996. Additionally, the provision relating to the Americans with Disabilities Act of 1990 has been expanded to require that materials produced with these grant funds be provided in an alternative medium upon request. All equipment, software, and/or instructional materials purchased under these grant awards must either be designed to permit use of persons with disabilities or come equipped with adaptive equipment to make it possible; see Article II, provision 18 for more details. If you have questions about the meaning of any of these provisions, you may contact the Legal Affairs Division of the Chancellor’s Office at (916) 445-4826.

D. RESOURCE/REFERENCE MATERIALS

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

E. RFA CLARIFICATION

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

F. REJECTION OF APPLICATION

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

An application shall be rejected prior to scoring if:

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

G. APPLICATION REVIEW PROCESS

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

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

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

This notice will be posted on the Web site at

<http://extranet.cccco.edu/Divisions/TechResearchInfoSys/Telecom.aspx>

5. If there are any funds remaining under any RFA Specification in which grants have been awarded to all of the eligible applicants, the Chancellor's Office may elect to award the remaining funds under other RFA Specification, as long as the awards are made in accordance with the AF and AFP lists already established hereunder and their purpose is consistent with the funding source. Staff also reserves the right to issue an addendum to the original RFA that will extend the deadline for the receipt of applications pursuant to any RFA Specification with funds still available.

H. SELECTION OF GRANT READERS

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

I. SCORING CRITERIA

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

Need (Statement of the Problem)	15
Objectives	15
Procedures/Activities	15
Performance Outcomes/Evaluation Design	15
Project Management/Institutional Commitment	15
Budget	10
Overall Feasibility of the Project	10
Dissemination	5
TOTAL	100

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

The criterion values are described below:

Criterion Value	5 PT	10 PT	15 PT
Poor	0-1	0-2	0-3
Below	2	3-4	4-6
Average	3	5-6	7-9
Above Average	4	7-8	10-12
Exceptional	5	9-10	13-15

The criterion values are described below:

Poor

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

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

Below Average

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

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

Average

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

Above Average

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

Exceptional

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

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

J. NOTIFICATION OF INTENT TO AWARD GRANTS

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

Note: All questions regarding this notice for tentative grant awards should be addressed to Bonnie Edwards (916) 327-5899 or bedwards@cccco.edu in the Telecommunications and Technology Unit.

K. GRANT PROTEST PROCEDURES

Applicants may file a letter of protest against the award of a grant. The protest must be filed with the Vice Chancellor of Academic Affairs Division identified in the RFA Specification. Protest letters must be mailed to Erik Skinner, Executive Vice Chancellor for Programs, Chancellor's Office, California Community Colleges, 1102 Q Street Suite 4554, Sacramento, CA 95811-6549, **within ten (10) days from the date of notification**. The protest must include a full and complete written statement specifying the grounds of protest and must be based on the process and/or procedures used in the review and recommendation of applications for awards. The Vice Chancellor shall review all the information submitted with regard to the protest and render a decision regarding the protest within thirty (30) calendar days. The decision of the Vice Chancellor shall be final.

L. APPLICATION INSTRUCTIONS

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

1. Complete the Appropriate Grant Agreement Face Sheet

Due to the legal nature of these documents, these forms may be duplicated by photo copying but NOT replicated electronically. The applicant must use the forms provided in Appendix B.

- a. This RFA packet contains one Grant Agreement Face Sheet.
- b. Enter the District and College Name in the upper right-hand corner. *The RFA Specification number has already been entered for you.*
- c. Complete the Grantee section of the Grant Agreement Face Sheet. **Obtain the signature of the district chief executive officer (or authorized designee). Please use red or blue ink only.**

2. Contact Page

3. Application Consortium Data Sheet

Complete and include this form with the application **only** if applicable.

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

The Application Abstract should concisely summarize the entire application in less than 250 words and must not exceed one page. Included must be statements on the objectives, procedures, expected contribution or impact on the funding priorities of the RFA Specification and deliverables (products/services/outcomes).

5. Table of Contents

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

6. Need Maximum Points—15

(Use a Narrative Format, Form not provided in Appendix B)

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

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

- Scope of problem being addressed: local, regional and/or statewide;
- Target group(s) - populations to be served.

7. Application Annual Work Plan *(Form provided in Appendix B)*

The applicant may also provide a narrative(no form provided) for the work plan components. The narrative work plan components must be clearly labeled and easily linked back to the Application Annual Work Plan form in Appendix B.

a. Objectives **Maximum Points—15**

The RFA Specification has identified minimum objectives. The applicant’s statement of objectives should be itemized, numbered, and stated in measurable terms. The statement of objectives should be performance driven (quantifiable).

Example: Eighty percent (80%) of the 35 faculty completing the Academic Excellence on the Internet staff development workshop will incorporate best practices learned into their classroom as evidenced by revised curriculum outlines and teaching strategies.

Example: Sixty percent (60%) of the 75 students enrolled in Civic Education Through ESL Internet course will increase their reading level by two grades and master eight core competencies in civic education.

2. All applicants must indicate how the statement of objectives will address the funding priorities and specifications of the RFA. Special attention should be given for improvements in serving underrepresented students.
3. The objectives provide the foundation for developing methodology to be used in addressing the need/problem and are the basis for measuring performance outcomes. The objectives should also be reflected in the annual work plan and be linked with procedures/ activities and performance outcomes of the annual work plan.
4. Objectives for professional and curriculum development must address the funding priorities within the RFA Specification and demonstrate a reasonable probability that the project will result in improved teaching techniques, student services or curriculum materials to be used in a substantial number of classrooms or other learning situations.

b. Procedures/Activities

Maximum Points—15

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

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

2. Describe the sequence of activities utilizing a timeline with narration. Timelines with monthly objectives are preferable to specific dates. A form is provided in Appendix B to document work plan procedures and activities. *(A computer facsimile of the form is acceptable.)*

c. Performance Outcomes/Evaluation Design

Maximum Points—15

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

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

8. Project Management/Institutional Commitment Maximum Points—15

Project Management

- a. Provide a management plan for operating the project.
- b. Provide a transition plan for operating the project, if necessary.
- c. Provide an organizational chart for the project.
- d. Show evidence of the commitment of project staff, describing their role and responsibilities and the amount of time they will be devoting to project activities. Provide a description of their prior experience as related to the subject area of this project. (Those who will implement the project should be involved in the planning, if key personnel are to be chosen later, include a complete job description and the duties of such personnel).
- e. Indicate if the project will be done through a consortium or a collaborative partnership. Provide evidence of support (a signed letter or memorandum of understanding) of each partner's commitment to the project. **NOTE:** The letter or memorandum of understanding should specify in detail the scope, nature, and characteristics of the commitment by each partner. **Do not send general letters of support.**

9. Institutional Commitment

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

1. Describe how the proposal is related to the district's vision and strategic planning efforts.
2. Describe how the project will be institutionalized.

10. Application Budget Summary Maximum Points—10

- a. Complete the **Application Budget Summary** (See Crossover Chart, Appendix B, to determine expenditure classifications.) When entering dollar amounts, round off to the nearest dollar. **Do Not Type in the Cents.**

NOTE: *The purpose of the budget is to indicate whether the project is well planned and reasonable in scope. Technical errors in the budget will not necessarily result in a lower score, if minor assistance from the Chancellor's Office can correct the error.*

Source of Funds (Vary in purpose and must be reported in separate columns)

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

- b. Employee Benefits

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

- c. Expenditures

Funds awarded for grants may not be used for purposes of construction or remodeling of facilities, nor for student financial aid programs or for programs and activities not eligible for state apportionment. Expenditures related to the purchase of equipment are governed by Article II Section 16d and Article II Section 19a, in Appendix A of this document. Overhead or indirect costs may be included but cannot exceed four (4) percent.

- d. Match Requirement

There is a match requirement of 0% dollar-for-dollar match of the total cost of the project. The match requirement may be met through real, in-kind or a combination of real and in-kind.

- e. See RFA Specification to determine allowable supervision-administration costs.

- f. **Failure to provide complete budget information in the specified format may result in applications not being reviewed for funding consideration.**

- g. The **district chief business officer's signature is required** on the Application Budget Summary **(use blue or red ink)**.
 - h. For travel (Object 5000), district travel and reimbursement policies apply. Only travel necessary to the project is allowed. Provide travel purpose and estimated cost.
- 11. Overall Feasibility of the Project Maximum Points—10**

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

12. Dissemination Plan Maximum Points—5

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

13. Application Procedure

- a. **Hardcopy Form Submission Requirements:**
Submit five (5) copies of the application, three (3) of which must contain original signatures **(red or blue ink)** on the Grant Face Sheet and the Application Budget Summary.

Mail hardcopy applications to:

Chancellor's Office, California Community Colleges
Technology, Research and Information Systems Division
Telecommunications and Technology Unit
Attn: Bonnie Edwards
1102 Q Street 4th Floor, Suite 4554
Sacramento, CA 95811-6549

The hardcopy applications must be received in the Chancellor's Office by 5:00 p.m. on October 14, 2013.

NOTE: The Chancellor’s Office also requires that for multi-campus districts a copy of the application be sent to the respective college Superintendent/President and Academic Senate President and for single-college districts, a copy be sent to the Academic Senate President

- b. Electronic Form Submission Requirements:
Submit (1) electronic version of the full and completed application via electronic mail (email).

Email electronic forms to:
Bonnie Edwards at bedwards@cccco.edu

The electronic applications must be received at the address, bedwards@cccco.edu by 5:00pm on October 14, 2013.

- c. Staple the application in the upper left-hand corner. Use 8-1/2”x11” white bond paper only. **Please do not use binders or other covers and do not include appendices or other supplemental information unless specifically requested in the RFA Specification.**
- d. The Grant Agreement Face Sheet must be signed by the **district chief executive officer** (or authorized designee) to bind the grant recipient to its provisions. **Please use blue or red ink.**
- e. The Application Budget Summary page must be signed by the **chief business officer** (or authorized designee). **Please use blue or red ink.**

NOTE: The State Is Not Liable For Any Cost Incurred By Applicants Prior To The Issuance Of A Grant And Receipt Of All Necessary Approvals.

M. CALENDAR OF KEY DATES

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

September 3, 2013	RFA Released
September 11, 2013	RFA Question & Answer Virtual Meeting 10:30am – 12:00pm CCConfer Bridge #: 1-888-886-3951 CCConfer passcode: 150287
October 14, 2013, by 5pm	Application Due Date
October 16-25, 2013	Reading and Rating of Applications
October 28, 2013	Intent to Award and Notification, Website post

November 8, 2013	Last Day to File a Protest
December 1, 2013	Grant Commencement Date
July 1, 2014	Work plan and budget due for fiscal year 2014-15 (July 1, 2014-June 30, 2015)
August 31, 2014	Final Report Due for initial 7months (December 1, 2013-June 30, 2014)

Section III

Appendices



Appendix A

Grant Agreement

Article I: Technology, Research, and Information Services Program Specific Provisions

Article II: Standard Legal Terms and Conditions

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**Expanding Technology: Online Education Initiative
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 August 31. 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 without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.

Appendix A—Article I-Program-Specific Legal Terms and Conditions

- 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.

Initial seven months of project:

Four originals of a Final Report and Final Expenditure Report August 31, 2014

Subsequent years(beginning July 1, 2014) following the fiscal year cycle:

Two original and two copies of a Progress/Year to date Status Report and Expenditure Report January 31

Four originals of a Final Report and Final Expenditure Report August 31

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

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

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

- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

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

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

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

32. Captions

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

33. Indemnification

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

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

34. Independent Status of Grantee

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

35. Grant Agreement is Complete

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

36. Union Organizing

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

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

37. Debarment, Suspension, and Other Responsibility Matters

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

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

Appendix B

Application Forms

Grant Agreement Face Sheet Sample Form (actual form included in RFA Package as a separate Excel document)

Contact Page

Application Consortium Data Sheet

Application Abstract

Application Annual Work Plan and Performance Indicators w/Instructions

Application Budget Summary

Application Budget Detail Sheet — Format Example Only

Application Budget Detail Sheet — Blank

Crossover Chart

**THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY
	District (Grantee): <u>enter district name here</u> College: <u>enter college name if applicable</u>

Grant Agreement	BOG-CCCCO USE ONLY
Expanding Technology Online Education Initiative RFA # 13 - 082	Grant Agreement No.: 13 - 082 - 001 Funding Fiscal Year 2013-14 Total Amount Encumbered : \$ 16,900,000

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".

The term of this grant shall be from December 1, 2013 to June 30, 2014. The Final Report must be submitted within 60 of the grant end date.

Funding under this grant 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, term, or funding of this agreement in any manner.

GRANTEE	
Project Director:	Total Grant Funds Requested: \$ <u>16,900,000</u> 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: Bonnie Edwards	Agency Address: 1102 Q Street, Suite 4554 Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001 (26)	6250 - 751 - 10050	20	2013	2013-14	\$ 16,900,000
-	-	-	-	-	-
Total Amount Encumbered : \$					16,900,000

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

CONTACT PAGE

TO BE COMPLETED BY CCCC

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

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

College President (or authorized Designee)

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

Responsible Administrator (Appropriate Program Area)

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

Project Director

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

Business Officer

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

Application/Grant Writer

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

APPLICATION CONSORTIUM DATA SHEET

Please check here if this proposal is a consortium project
Complete the following information for each college of the consortium. Use additional sheets if required. Attach this form directly behind the Contact Page.

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

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

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

Application Consortium Data Sheet (Continued) RFA Number: 13-082

District/College or Organization: _____
Address: _____
City:__ **State:**_ **Zip+4:**_ **Project Contact:**_____ **Phone:**_____

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

Role of district/college in the consortium design: _____

District/College or Organization: _____
Address: _____
City:__ **State:**_ **Zip+4:**_ **Project Contact:**_____ **Phone:**_____

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

Role of district/college in the consortium design: _____

District/College or Organization: _____
Address: _____
City:__ **State:**_ **Zip+4:**_ **Project Contact:**_____ **Phone:**_____

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

Role of district/college in the consortium design: _____

District/College or Organization: _____
Address: _____
City:__ **State:**_ **Zip+4:**_ **Project Contact:**_____ **Phone:**_____

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

Role of district/college in the consortium design: _____

Application Abstract (narrative form)

APPLICATION ANNUAL WORK PLAN (ONE OBJECTIVE PER PAGE)

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

Instructions for Completing the Application Annual Work Plan and Performance Indicators

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

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

Objectives

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

Procedures/Activities

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

Performance/Outcomes

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

Timelines

Identify the start date and the ending date for each activity listed. *Example: 12/15/03 to 3/7/04.*

Responsible Person(s)

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

APPLICATION BUDGET SUMMARY

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

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

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

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

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

Project Director Signature: _____ Date: ____

District Chief Business Officer Signature: ____ Date: ____

(or Authorized Designee)

FORMAT EXAMPLE ONLY

Chancellor's Office
California Community Colleges

District: _____

College: _____

RFA Number: 13-082

**APPLICATION BUDGET
DETAIL SHEET**

Program Year: 2012-2013

Source of Funds: Expanding Technology

Object of Expenditure ⁴	Classification	Requested Funds	Gen. Fund Dist. Match	Other Sources
1100	Instructional Salaries <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>	Fill In ↓	Fill In ↓	Fill In ↓
1210	Supervisors' Salaries⁵ <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 Director⁶ <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2140	Classified Salaries, Non-instructional (Regular Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2200	Instructional Aides' Salaries (Regular, Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2340	Classified Salaries, Non-instructional (Non-Regular Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
2400	Instructional Aides' Salaries (Non-Regular, Full-time) <i>Name/Classification</i> <i>(Days/hours) x (Daily/hourly rate) = \$</i>			
3000	Employee Benefits <i>Name and rate change</i>			
4000	Supplies and Materials <i>List type and costs</i>			
5000	Other Operating Expenses and Services <i>List type and costs, including travel and per diem</i> Subcontractors <i>Name (daily/hourly rate)</i> <i>Identify specific service to be rendered</i>			
6000	Capital Outlay <i>List type and costs</i> Equipment			
7000	Other Outgo <i>List type and costs</i> Student financial aid Other payments to/for students			
	Total Direct Cost			
	Total Indirect Cost(4%)			
	Total Program Cost			

⁴The following represent frequently-used account codes. Refer to Crossover chart for further options.

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

⁶This is the person who is directly involved in the day-to-day ongoing activities.

***APPLICATION BUDGET
DETAIL SHEET***

Program Year: 2012-2013
Source of Funds: Expanding Technology

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

Crossover Chart

*Expenditure by Object Titles (EOT)**

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

- Please refer to the *California Community Colleges Budget and Accounting Manual*
http://www.cccco.edu/divisions/cffp/fiscal/standards/budget_and_accounting_page.htm
- All questions regarding the *Budget and Accounting Manual* should be referred to the Chancellor's Office College Finance and Fiscal Policy Planning Division, Fiscal Services Unit, (916) 327-6225.
 1. Not to exceed 5% for supervision/administration (not directly involved in the day-to-day ongoing activities).
 2. This is the person who is directly involved with the day-to-day ongoing activities.

	Counselor		
	Other		
2100	Classified Salaries, Noninstructional <i>(Use same subcategory detail as object 1200)</i> Supervisor	2100	Classified Salaries, Non- Instructional, Regular Salary Schedule
	Project Director		
	Counselor		
	Other		
	Use This <i>(CCCCO Reports EOT Number)</i>		For This <i>(Budget and Accounting Manual EOT Number)</i>

2200	Instructional Aides' Salaries	2200	Classified Salaries, Noninstructional Aides, Regular Salary Schedule <i>Direct Instruction, Other</i>
2300	Classified Salaries, Noninstructional <i>(Use same subcategory detail as object 1200)</i> Supervisor Project Director Counselor Other	2300	Classified Salaries, Non- Instructional, Regular Salary Schedule
2400	Other	2400	Academic Salaries, Noninstructional, Regular Salary Schedule <i>Direct Instruction, Other</i>
3000	Employee Benefits	3000	Employee Benefits <i>(3100-3900): STRS Fund, PERS Fund, Old Age, Survivors, Disability, and Health Insurance (OASDHI), Health and Welfare Benefits, State Unemployment Insurance, Workers' Compensation Insurance, Local Retirement Systems, Other Benefits</i>
4000	Supplies and Materials	4000	Supplies and Materials <i>Instructional and Noninstructional Supplies and Materials (have a useful life of less than one year) (i.e., office, library, medical, food periodicals, magazines, pictures, maps computer software)</i>

5000	Other Operating Expenses and Services	5000	Other Operating Expenses and Services <i>Depreciation, Dues and Memberships, Insurance, Legal, Election and Audit Expenses, Personal and Consultant Services, Postage, Rents, Leases and Repairs, Self-Insurance Claims, Travel and Conference Expenses, Utilities and Housekeeping Services, Other</i>
6000	Capital Outlay	6000	Capital Outlay <i>6400 Equipment (i.e., desk, chairs, vehicles, etc.)</i>
7000	Other Outgo	7000	Other Outgo <i>(7100-7900): Debt Retirement, Interfund Transfers-Out, Other Transfers, Student Financial Aid, Other Payments to/for Student, Reserve for Contingencies</i>

Appendix C

List Additional Resources

APPENDIX C

The following is a list of web site URLs of additional resources that may provide additional background information on the various projects and committees mentioned in the body of the RFA:

ADVISORY COMMITTEES

[Telecommunications & Technical Advisory Committee \(TTAC\)](#)
[Systemwide Architecture Committee \(SAC\)](#)

GUIDELINES AND STANDARDS

PROGRAMS AND SERVICES

E-Conferencing (CCC Confer) (<http://www.cccconfer.org/>)

Foundation for California Community Colleges (FCCC)

(<http://www.foundationccc.org/>)

Cal-PASS (<http://www.cal-pass.org/>)

California Community Colleges Chancellor's Office (<http://www.cccco.edu/>)



Appendix D

STANDARDS, EVALUATION CRITERIA AND BEST PRACTICES

Telecommunications and Technology Advisory Committee
Systemwide Architecture Committee

APPENDIX D

STANDARDS, EVALUATION CRITERIA, AND BEST PRACTICES

Telecommunications and Technology Advisory Committee
Systemwide Architecture Committee

DEFINITIONS

Key terms and acronyms pertaining to the California Community College environment are explained below.

CalREN	California Research and Educational Network – a network linking CSUs, UCs, CCCs, and some private colleges in California to a common backbone with access to the Internet
CCCCO	California Community Colleges Chancellor’s Office
CCCs	California Community Colleges
commonly used	Referring to hardware and software components that are in common use in industry (e.g. having a significant market share) or within the community college system (as identified in the technology survey located on the CISOA website: www.cisoa.org)
CSU	California State University
ERP	Enterprise Resource Planning – administrative information systems used to automate administrative processes and manage record keeping at colleges
feasibility study	A feasibility study is designed to provide an overview of the primary issues related to a technology project. The purpose is to identify any “make or break” issues that would prevent the project from being successful in meeting requirements and goals of the project. In other words, a feasibility study determines whether the technical approach makes sense. A feasibility study will include an evaluation of alternative approaches and rationale why the selected systems were chosen.
project	A human endeavor, involving a team of personnel, plans, actions, and outcomes, which are directed at developing and / or maintaining an <i>information technology</i> based system to achieve a set of goals, within a specified timeline, and within budget
SAC	System – wide Architecture Committee
system	The specific configuration of software, hardware, network components, and associated human processes, which is

California Virtual Campus Expansion

	developed and implemented to support the achievement of project goals
UC	University of California

EVALUATION CRITERIA

1. Feasibility Study

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

2. Suitability for systemwide deployment:

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

3. Life cycle plan for components

- Do each of the system components (hardware and software) have an expected lifespan (through a support, maintenance, and replacement plan) to meet the requirements and objectives for the project.
- The support plan should break the system down into individual component parts and describe how each of the components (and associated maintenance approaches / service level agreements) supports the system lifecycle.

4. Goals versus functionality

- What is the variance between project goals and the performance of the project for the timeframe and phase under consideration (e.g. does the functionality of the system meet project objectives)?
- Use goals from project documentation or as modified, from the project monitor.

5. Adherence to published standards

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

6. Exposure to risk

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

7. Outsourcing

- Is it more cost-effective to outsource than to develop and / or maintain within the CCC system?
- Should consider both cost savings and other advantages
- Can the CCC system effectively develop and maintain the technical system without outsourcing?
- Consider helpdesk requirements 7x24
- What is the risk to the primary mission of the CCC system if potential outsourcing vendor(s) experience bankruptcy, leave the business, or cutback resources rendering the outsourced system non-functional?
- What phases of the project are appropriate for outsourcing?
- Development versus ongoing (maintenance) projects should use different criteria when examining the outsourcing question.
- 'Bleeding edge' projects may have resource needs that are better served through outsourcing.

8. Funding and resource support

- Are the funding and resources adequate to achieve the stated technical goals of the project according to the timeline for the project?
- Consider all phases of the project lifecycle that are funded

- Does the project have a comprehensive Service Level Agreement (SLA) in place with users?

STANDARDS

1. A technology feasibility study must be conducted before significant project funds are committed to determine the suitability of the selected technical approach (configuration, choice of components, etc.) to meeting the requirements, budget, and timeline constraints of the project.
2. Data transfer
 - A. All applications will include the ability to import and export information (as appropriate) that is stored in databases to known, commonly used formats.
 - Delimited files (comma, tab, fixed length)
 - EDI X.12 (as appropriate)
 - IMS (as appropriate)
 - XML
 - B. The LAN / WAN (linking to CalREN or other Internet access point as appropriate) will provide sufficient bandwidth to manage the volume of expected transactions.
 - If the project has a requirement for a software application that will manage high volume transactions, then the project manager must conduct an evaluation of expected traffic volume (in *transactions per second* or other appropriate measure) and determine bandwidth requirements.

- C. Digital data communications must support all of the following transport mechanisms and protocols:
 - Ethernet
 - IP
 - ODBC
3. System (Application, Hardware, Network Operating Systems, etc.)
 - A. The system will have capability to be easily ported to other sites (CCCCO, CCCs, or other organizations) for operations and support.
 - B. The system will be developed with and maintained using commonly used components and tools.
 - C. The choice of system components will meet project objectives and stay within the availability of project funds.
 - D. The system will have a support plan that is adequate to meet project objectives for the expected life of the system.
 - E. System components will be compatible with the existing and planned CCC information technology environment and infrastructure.
 - F. The system will be compatible with existing technology environments at districts and colleges including ERP systems and courseware.
 - G. If applicable and appropriate, the project manager must provide the capability to collect data on actual:
 - Transactions per second
 - Number of hits to the web portal
 - User dwell time or time spent on line in an application
4. End user compatibility
 - A. Software applications will be compatible with the current version and one major version behind of the Microsoft operating system (on user computing platforms).
 - B. The data for the presentation of information to users (of Internet browsers) must be conveyed to users in HTML 2.0 format in addition to any other advanced formats that are provided
 - C. The system will conform to regulations that are specified by Section 508 of the Rehabilitation Act, Section 11135 of the California Government Code, and applicable CCCCCO regulations. Documentation of conformance shall be accomplished using the Voluntary Product Accessibility Template (VPAT) template and process, which can be found at: http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template.php

5. Databases and DBMS
 - A. The project manager must publish a DED, which supports the schema of the database(s) used in the system
 - B. The database (schema, data, embedded business rules, data validation rules) will have capability to be easily ported to other commonly used DBMS.
 - C. All data contained within a database shall be validated to the data definition in the DED upon entry
 - D. The DBMS must be ANSI SQL compliant.
 - E. The DBMS must be accessible via ODBC by query, reporting, and development tools.
 - F. The DBMS must have security locking down to table and row levels
 - G. The DBMS must possess and use native encryption for storing confidential information
6. Query and Report Writing Tools
 - A. The query or report writing tool(s) used within the system must
 - have capability to pass ANSI SQL statements to the DBMS or other backend systems
 - be commonly used within the CCC system
 - be ODBC compliant
7. Security
 - A. Individually identifiable information and other forms of private data that are handled by the system (storing, accessing and transmitting) must be managed for compliance with Federal, state, and CCCCCO privacy regulations (such as FERPA and AB1950).
 - B. Unencrypted private data will not be transmitted unencrypted.
 - C. Access to private data will be managed through secure portals
 - D. Electronic or digital signatures will conform to standards that are developed by the Digital Signature Project, CCCCCO regulations, and applicable legal rulings.
8. System configuration and operating procedures shall be documented in a sufficient manner to allow a community college to install, configure, operate and maintain the system and its functions (even if the system is planned to be outsourced to an application service provider.)

9. Vendor provided systems and components
 - A. Vendor provided systems will comply with the same set of standards as above unless SAC recommends deviations.
 - B. Vendor provided systems and components must integrate with the existing infrastructure of the CCC system through the use of common methods, applications, and protocols that exist within the infrastructure.
 - C. Vendors must agree to bonding or some other contractual certification agreement to insure that private data remains secure both within their system and during transport to other linked systems within the CCC infrastructure.
 - D. Vendor provided systems and services must come with a minimum three year maintenance agreement and warranty (unless the life of the system is planned to be less than three years)
 - E. Vendor must provide all hardware and software components necessary for system functionality
10. Deviations
 - A. Deviations from these standards may be necessary or advisable but require the approval of SAC.

BEST PRACTICES

1. Components should be chosen which have a significant market share within industry and / or the community college system.
2. Components should be available and supportable in the Community College System considering:
 - Capabilities of technical staff at colleges
 - Existing inventories of type components
3. Components should be chosen in which the vendor has implemented an active product improvement program (both from the perspective of an established history of development as well as future plans).
4. Project managers should solicit broad based input into need evaluation, requirements definition, and implementation process.
5. Components should be chosen that are not at the end of their natural life cycle where support may be non-existent or weak in following years. The time period for considering support issues should be a minimum of three years after the system is in production or within the planned lifecycle of the system, whichever is longer.

6. Programming Languages

- Java
- Visual Basic
- Pearl
- PHP

7. Programming Environments

- .Net
- J2E

8. Web Development Tools

- ColdFusion
- Dreamweaver
- Contribute
- ASP.NET

9. Middleware

- BEA Tuxedo

10. Office Applications

- Microsoft Office products

11. ADA Evaluations

- InFocus
- AccVerify
- AccRepair

The development of this list is neither complete nor intended to be all-inclusive. Other options, including open source, may be chosen and used as long as the selected options are in common use.