REQUEST FOR APPLICATIONS
FOR NEW GRANT AWARD
RFA # 13-052

ENGLISH AS A SECOND LANGUAGE
(ESL)/BASIC SKILLS (BS) PROFESSIONAL
DEVELOPMENT GRANT

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

RFA Specifications

Applications Deadline: Applications must be at the Chancellor’s Office by 5:00 p.m. on
February 15, 2013

http://extranet.cccco.edu/Divisions/AcademicAffairs/BasicSkillsEnglishasaSecondLanguage.aspx
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**APPENDIX A**

- Application and Reporting Forms and Instructions
- Workplan Form and Instructions for Completing
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**APPENDIX B**

- **Article I**: Program-Specific Legal Terms and Conditions
- **Article II**: Standard Legal Terms and Conditions
I. Background

In 2004, the California Community College, Chancellor’s Office began a comprehensive strategic planning process for the purpose of improving student access and success. On January 17, 2006, the Board of Governors of the California Community Colleges unanimously adopted the final draft of the Systemwide Strategic Plan. The plan includes five strategic goal areas; college awareness and access; student success and readiness; partnerships for economic and workforce development; system effectiveness; and resource development.

The goal of student success and readiness contains seven areas of focus, one of which is basic skills, described as “Ensuring that basic skills development is a major focus and an adequately funded activity of the community colleges.” To successfully participate in college-level courses, many community college students need to improve performance levels in math and/or English. The goal is to identify model basic skills and English as a Second Language programs and their key features and, given availability of funds, to facilitate replication across the colleges. The colleges need to employ highly effective practices, such as innovative program structures, peer support, and counseling, and acquire funding to implement these approaches to reach all students needing basic skills education.

A study was commissioned by the California Community Colleges, Chancellor’s Office to identify effective practices in basic skills programs. The Center for Student Success (CSS), which is affiliated with the Research and Planning (RP) Group for California Community Colleges, was selected to conduct an extensive review of the literature related to effective practices, prepare a self-assessment tool which will allow colleges to reflect on their current practices and when improvements are needed, and to create a Cost/revenue model for developmental education programs which provides a way to explore the incremental revenues that can be derived over time from such programs.

For purpose of the research work, a working definition of basic skills was established as follows:

“The Basic Skills are those foundation skills in reading, writing, mathematics, and English as a Second Language, as well as learning skills and study skills, which are necessary for students to succeed in college-level work.”

The inclusion of English as a Second Language in this definition recognizes that much ESL instruction is included in basic skills. To the extent that a student is unable to succeed in college-level coursework due to inability to speak, read, write or comprehend English, ESL skills are considered as foundation skills in accordance with the definition above.

Based on college-wide discussions of the review of the literature and effective practices and utilization of a self-assessment tool, each college completed a 2007-08 Action and Expenditure Plan. On the Action Plan template, the college provided five-year long-term goals for ESL/basic skills. The college specified 2007-08 planned actions in one or more of the areas of effective practices to reach the long-term goals, and it referenced those effective practices in that template. The colleges included activities that required new funds as well as activities that
did not and identified targeted completion dates and persons responsible for each activity. For more activities that required new funds, the colleges entered amounts in the categories specified in the expenditure plans. Categories specified were designated in the 2007-08 Budget Bill, and included program and curriculum planning and development, student assessment, advisement and counseling services, supplemental instructions and tutoring, articulation, instructional materials and equipment and any other purpose directly related to the enhancement of basic skills, ESL instruction, and related student programs. The total amount specified in each college’s Expenditure Plan was equal to the college’s total 2007-08 allocation. All 109 colleges submitted their Action and Expenditure Plans in May 2008 to the Chancellor’s Office. Since May 2009, each of the now 112 community colleges has continued to submit an annual Action and Expenditure Plan. These new Action and Expenditure Plans must be consistent with and support long range goals specified in the 07-08 plans.

II. Scope

The ESL/ Basic Skills Professional Development RFA reflects the Chancellor’s Office efforts to increase the opportunities for community colleges to implement strategies designed to more effectively meet the needs of ESL/Basic Skills students. Since Fiscal Year 2006-07, the California Community Colleges, Chancellor’s Office has funded ESL/Basic Skills programs in each of the now 112 community colleges, as well an annual competitive grant. The 2006-07 and 2007-08 competitive grants provided professional development on implementation of the action plans. The 2008-09 five-year renewable grant built upon the previous grants’ activities and increased the professional development offerings of both face-to-face and virtual programs.

Through the 2013-14 grant, statewide and regional professional development will be made available to all colleges in the System. Activities will focus on instruction and student services effective practices that improve outcomes of students who enter college needing one or more courses in ESL and/or basic skills (credit and/or non-credit). Professional development must address the needs of developmental education administrators, faculty and staff, basic skills coordinators, and address the needs of other instructional area faculty who also have developmental students in their general education, majors, and occupational classes. Further, since effective practices involve integration of student services, professional development must also focus on student support strategies and their integration with instructional programs, including in career technical education courses. In addition, administrators responsible for both instructional programs and integration of student services need professional development opportunity in order to provide the leadership necessary for implementation of effective practices.

This grant will support follow-up activities initiated in 2008-09 and expand on certain activities which include, but are not limited to, the following:

1. Provide local, regional and/or statewide workshops regarding effective practices, such as those presented in the 06-07 review of literature and in the additional review of literature/promising practices conducted in 07-08, as well as those effective practices described in other sources. Technical assistance to meet local college needs will be
2. Assist colleges with identification and assessment of learning outcomes and implementation of data collection procedures. Local outcome measures and assessment of student progress should help administrators, faculty, and staff make decisions regarding additional improvements in ESL/basic skills (credit and/or non-credit).

3. Take steps to expand electronic resources in order to increase the knowledge base for practitioners regarding effective practices that lead to increased student success.

Improving the grant activities begun in 07-08 and the subsequent grant years, this 2013-14 grant will build on the infrastructure started by LACCD/3CSN required for implementing a permanent professional development resource network/center, designed to assist administrators, faculty and staff in substantially improving the success rates of students enrolled in developmental courses/programs, to increase their persistence in college, and to increase their success in coursework in other disciplines, including career technical education courses. The network/center would expand capacity to provide effective student-outcomes oriented professional development opportunities. The goal would be to expand regional and online virtual network structures that would connect administrators, faculty and staff from different colleges and create training opportunities and collaborative efforts that link colleges with existing training programs across the state and with new resources.

As effective programs and services are implemented and statewide initiatives begin to demonstrate improvements in student success, this knowledge base would require development and management to provide practitioners with accessible and useful information in a variety of formats. Data on student outcomes will be an essential component of the knowledge building process and the network will provide colleges with assistance in collecting evidence of success, documenting student progress, and promoting improvements in student equity. The regional and virtual networks will promote the use of this knowledge-base at the 112 colleges and provide feedback on successful programs and services statewide.

The network/center’s efforts in 2013-14, and in subsequent years, would focus on supporting college leaders and practitioners in developing a full understanding of the needs of developmental students; sharing models and processes for implementing effective practices; developing research protocols for demonstrating increased student performance levels; and integrating curriculum development, pedagogy, and support services. To this end, the network/center would provide ongoing professional development activities and resources across the state, connecting local, regional, and statewide professional development activities.

Further, the network/center would arrange for annual summer leadership institutes designed to provide training for faculty, administrators and staff leaders, including campus basic skills coordinators. Institutes could be organized as one, two or three week intensive residential summer programs. As an advanced professional training program, an institute should assist
practitioners in expanding their knowledge of developmental education and in improving their own developmental or learning assistance programs and services. Participants should be practitioners and others involved with serving developmental education students, including faculty and staff in student services, and faculty across disciplines, including in career technical education (CTE).

Graduate level credit would be available to participants. In addition to returning to their respective colleges and providing leadership on their campuses, the alumni of the Summer Leadership Institute program would form a central feature of the network of professionals, consulting and collaborating across the state to facilitate effective change in student outcomes.

During the development of an application and prior to submitting an application to the Chancellor’s Office, all applicants must demonstrate that they have consulted with the Academic Senate for California Community Colleges (ASCCC) and with the statewide organizations of CEOs, CIOs and CSSOs, Occupational Administrators and representatives from other groups in the implementation of the workplan for this grant. In addition, grant efforts need to be linked to the work of the Chancellor’s Office Student Success Initiative, including SB 1456 and activities from the task forces working on Basic Skills Initiative and Professional Development. Also, the successful grantee will be required to assist in preparing a report to the legislature on the use of these funds beginning in 2013-14 on September 30, 2014 and in the fall of the subsequent four (4) years. Contingent upon satisfactory performance and availability of funds, future funding for up to a total of five (5) years, will be available to the recipient of the 2013-14 grant funds.

Colleges submitting Applications for the ESL/Basic Skills Professional Development Grant must address all of the following areas:

Continuation of 2012-13 activities:

1. Provide local, regional and/or statewide workshops which may focus on alignment of noncredit with credit curriculum; integration of instruction and student services; integration of basic skills (credit and/or non-credit) and career technical education instruction; implementation of culturally responsive instructional and student services strategies; and implementation of strategies found to be effective for students transitioning from high school and strategies that are most effective for diverse student populations. In addition, develop and implement local technical assistance/workshops tailored to the specific needs of the individual colleges which may include, but are not limited to, assistance with preparation of Action and Expenditure Plans and integration of student equity plans with the Action Plans.

2. Assist colleges with establishing benchmarks to demonstrate increased ESL/basic skills student success and with implementing appropriate outcomes assessment components as well as data collection procedures.
3. Expand the current web-page and electronic information sharing strategies for building a knowledge base and providing valuable information regarding effective practices.

4. Build upon the infrastructure started by LACCD/3CSN as a permanent professional development network/center i.e., a statewide resource network designed to support ongoing professional development in ESL/basic skills improvement.

5. Through the professional development network/center, conduct a Summer Leadership Institute designed to provide training for faculty, administrators, staff leaders, and basic skills coordinators involved with serving developmental education students, including student services faculty and staff, and faculty across disciplines.
This grant award through this RFA Specification is to fund initiatives to enhance ESL and Basic Skills in the California Community Colleges as specified in the Scope section of this RFA; based on the availability of 2013-14 State Funds, continue to support and follow-up the efforts and activities funded through the 2008-09 grant fund; and build upon the infrastructure of the LACCD/3CSN permanent professional development network/center, which is a statewide resource network designed to support ongoing professional development in ESL/basic skills improvement. This document contains specifications on the use of the Funds; instructions, terms and conditions; a statement of need; objectives; performance outcomes; evaluation design particulars; format; and timelines for submitting project applications to the Chancellor’s Office of the California Community Colleges.

Purpose/Uses of the Funds

Based on the availability of 2013-14 State Funds, this grant will support follow-up activities initiated in 2008-09 and expand on certain activities in several ways:

1. Provide local, regional and/or statewide workshops which may focus on alignment of noncredit with credit curriculum; integration of instruction and student services; integration of basic skills (credit and/or non-credit) and career technical education instruction; implementation of culturally responsive instructional and student services strategies; and implementation of strategies found to be effective for students transitioning from high school and strategies that are most effective for diverse student populations. In addition,
develop and implement local technical assistance/workshops tailored to the specific needs of the individual colleges which may include, but are not limited to, assistance with preparation of Action and Expenditure Plans and integration of student equity plans with Action Plans.

2. Assist colleges with establishing benchmarks to demonstrate increased ESL/basic skills (credit and/or non-credit) student success and with implementing appropriate outcomes assessment components, as well as data collection procedures.

3. Expand the current web-page and electronic information sharing strategies for building a knowledge base and providing valuable information regarding effective practices.

4. Build upon the infrastructure started by LACCD/3CSN as a permanent professional development network/center i.e., a statewide resource network designed to support ongoing professional development in ESL/basic skills improvement.

5. Through the professional development network/center, conduct a Summer Leadership Institute designed to provide training for faculty, administrators and staff leaders, including basic skills coordinators, involved with serving developmental education students, including student services faculty and staff, and faculty across disciplines. Institutes could be organized as one, two or three week intensive residential summer programs. As an advanced professional training program, an institute should assist practitioners in expanding their knowledge of developmental education and in improving their own developmental or learning assistance programs and services. Participants should be practitioners and others involved with serving developmental education students including student services faculty and staff and faculty across disciplines, including career technical education disciplines.

III. Instructions, Terms and Conditions

Please review the Instructions, Terms and Conditions for this RFA and follow them as prescribed. Please review the RFA Specification section for details regarding the ESL/Basic Skills Professional Development Grant, and review the Application Forms section for this RFA. All of the forms found in the RFA Specification must be completed correctly in order for an application to be reviewed for possible funding.

Based on the availability of 2013-14 State Funds, this grant award will be awarded under a one-year grant for one funding fiscal year. Contingent upon satisfactory performance and availability of funds, future funding, up to a total of five (5) years, will be available to the recipient of the 2013-14 grant funds.

During the development of an application and prior to submitting an application to the Chancellor’s Office, all applicants must demonstrate that they have consulted with the Academic Senate for California Community Colleges (ASCCC). The successful grantee will need to work with the ASCCC in consultation with the statewide organizations of CEOs, CIOs
and CSSOs, Occupational Administrators and other groups as needed in the implementation of the workplan for this grant. The successful grantee will also be required to assist in preparing a report to the legislature on the use of these funds beginning in 2013-14 on September 30, 2014 and in the fall of the subsequent four (4) years.

No cash or documented in-kind match is required for this grant. Only a four percent (4%) indirect cost is allowed for this grant.

Need

No part of the mission of the California Community Colleges is more important than that of providing instruction and support services to students who are not yet prepared to succeed in college-level coursework. California Community Colleges serve over 2.6 million students each year and the percent of students who come to our colleges underprepared for the rigors of college study is staggeringly high. Approximately seventy-five percent (75%) of entering students are in need of development of the basic skills (credit and/or non-credit) necessary for success in higher education, including in occupational programs.

In 2007-08, the System Office of the California Community Colleges, jointly with the Academic Senate for California Community Colleges and representatives of the Chief Executive Officers, the Chief Instructional Officers, the Chief Student Services Officers, and the Research and Planning Group of the California Community Colleges (RP Group), continued to provide support to colleges’ faculty, administrators and staff in the implementation and evaluation of their respective basic skills action plans.

Under the 2007-08 grant, the RP Group initiated a literature review of promising effective practices that are implemented nationally and used to improve the transition of students from the high school to college and address the needs of diverse student populations. The strategies have been presented to colleges since the fall of 2008 through a variety of venues, including the Basic Skills Initiative (BSI) web site. Also in the fall of 2008, workshops were initiated to assist colleges in developing a process for demonstrating learning outcomes for ESL/basic skills.

A website was constructed in 07-08 that now contains over eighty (80) effective practices from across the state. It is anticipated that this site will continue to collect effective practices and will become a permanent site/page at the California Community Colleges Chancellor’s Office website.

Starting in 2008-09 and renewable for a total of five years, LACCD/3CSN has received the ESL/Basic Skills Professional Development Grant. The California Community College Success Network (3CSN) began with four pilot networks throughout the state, linking colleges geographically closely situated as well as the establishment of a week-long leadership institute called BSILI. 3CSN and its regional networks developed specific communities of practice, workshops and events and tools to help colleges in their quest to improve student success rates. Now, with over 125 regionally sponsored events annually, there have been approximately 7500 attendees from 94 California Community Colleges participating in 3CSN
regional network events.

Working with the RP Group and the California Community Colleges, Chancellors Office, 3CSN sponsored the creation and development of the Basic Skills Cohort Progress Tracker tool. This tool gives all 112 California Community colleges easy access to data on student progress through their pre-transfer to transfer level English, reading, ESL, and mathematics pipelines.

There is a need to continue to support these efforts funded under the various grants and build upon those successes. The successes include the permanent professional development network/center designed to assist administrators, faculty, staff, and basic skills coordinators in substantially improving the success rates of students enrolled in developmental courses/programs as well as those students with basic skills needs who are enrolled in occupational programs, their persistence in college, and their success in coursework in other disciplines.

Objectives

The following is a list of broad minimum objectives. Objectives should be stated in measurable terms.

1. Provide local, regional and/or statewide workshops which may focus on alignment of noncredit with credit curriculum; integration of instruction and student services; integrate basic skills (credit and/or non-credit) and career technical education instruction; implementation of culturally responsive instructional and student services strategies; and implementation of strategies found to be effective for students transitioning from high school and strategies that are most effective for diverse student populations. In addition, develop and implement local technical assistance/workshops tailored to the specific needs of the individual colleges which may include, but are not limited to, assistance with preparation of Action and Expenditure Plans and integration of student equity plans with the Action Plans.

2. Assist colleges with establishing benchmarks to demonstrate increased ESL/basic skills (credit and non-credit) student success and with implementing appropriate outcomes assessment components as well as data collection procedures.

3. Expand the current web-page and electronic information sharing strategies for building a knowledge base and providing valuable information regarding effective practices.

4. Build upon the infrastructure started by LACCD/3CSN as a permanent professional development network/center i.e., a statewide resource network designed to support ongoing professional development in ESL/basic skills improvement.

5. Through the professional development network/center, conduct at least one annual summer leadership institute designed to provide training for faculty, administrators
and staff leaders, and basic skills coordinators involved with serving developmental education students, including student services faculty and staff and faculty across disciplines, including career technical education.

**Performance Outcomes Reports/Deliverables**

The project should result in three succinct reports describing the activities that were conducted through this grant in areas listed below:

1. **Summary of workshops conducted and technical assistance provided at local colleges.** This summary needs to include the methods used to collect feedback from participants addressing the benefits of the events and an overall summary of feedback received.
2. **Description of benchmarks, processes for assessing outcomes for ESL/basic skill students, and data collection procedures that have been implemented at the colleges.**
3. **Description of expanded electronic resources, the enhancement of the permanent professional development resource network/center 3CSN established under the previous grant, and the summer leadership institutes.**

**Evaluation Design Particulars**

The funded applicant must propose an evaluation process that assesses the project’s success in achieving its objectives. Successful applicants will be required to address the project objectives through the deliverables/reports describing workshops and technical assistance provided how colleges are addressing and demonstrating increased student success; and how electronic resources have been expanded concurrent with establishment of a permanent professional development resource network/center.

Applicants must provide a clear plan for addressing progress made towards the desired outcomes of the project, including both quantitative and qualitative measures.

Ongoing contact with the Project Monitor is required. Funded projects may also be subject to formal site visit(s) during the period of performance.

**Equipment**

If the application proposes the purchase and/or lease of equipment, software and services, then the application must describe what the item is, how it will be used, where it will be used, and how it relates to the goal of ESL/basic skills student success and/or the goals and objectives of the project.
IV. Categories for Which Funding is Available

Based on the availability of 2013-14 State Funds, the following category is available for funding in this RFA:

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<tr>
<th>Specification Number</th>
<th>Specification Title</th>
<th>Number of Grants Available</th>
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<td>ESL/Basic Skills Professional Development Grant</td>
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<td>$969,000</td>
<td>July 1, 2013 – June 30, 2014</td>
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Contingent upon satisfactory performance and availability of funds, future funding, up to a total of five (5) years, will be available to the recipient of the 2013-14 grant funds.

This Request for Applications (RFA) Specification describes the project requirements for each application under ESL-Basic Skills Professional Development Grant Program. The Instructions contain the required elements for the applications and must be followed in developing the proposals and implementing the projects.

V. Eligibility/Fiscal Agents

Eligibility

All California Community College districts are eligible to apply.

Fiscal Agency

Only California Community College districts are eligible to be the fiscal agents for these grants. Based on the availability of 2013-14 State Funds, this grant award will be awarded under a one-year grant for one funding fiscal year. Contingent upon satisfactory performance and availability of funds, future funding, up to a total of five (5) years, will be available to the recipient of the 2013-14 grant funds. No cash or documented in-kind match is required for this grant. Only a four percent (4%) indirect cost is allowed for this grant.

VI. RFA Clarification

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

For program and content information and/or questions on the Instructions, and Application Forms information for this RFA, please contact Barbara Illowsky at 916-327-2987 or illowsky@cccco.edu

A. Legal Terms and Conditions

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

B. Statewide Representation and Program Variety

It is the intent of the Chancellor’s Office that this grant should be implemented in different geographical areas of the state, and with coordination within all of the components and focused program models. The geographical outreach of this grant may be determining factors in the awarding of this grant. The Chancellor’s Office retains sole discretion in the awarding of this grant.

VII. Application Format and Instructions

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

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

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

The Chancellor’s Office may require the applicant to make adjustments in the budget, workplan, or other aspects of the application prior to funding the grant. Applicants must provide a contact person’s name, phone number and e-mail address.
The following list constitutes the entire grant packet to be submitted to the Chancellor’s Office by 5:00 p.m., Friday, February 15, 2013 to:

California Community Colleges  
Chancellor’s Office  
Academic Affairs Division  
1102 Q Street, Suite 4554  
Sacramento, CA 95811-6539  
Attention: Barbara Illowsky  
ESL/Basic Skills Professional Development Grant Application

A. Face Sheet

Complete the Grant Agreement Face Sheet.

B. Contact Page

Complete the Contact Page.

C. Application Collaborative Data Sheet

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

D. Application Abstract

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

E. Table of Contents

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

F. Need Section

1. Purpose

The purpose of the use of these funds is to fund follow-up activities initiated in 2008-2009 for faculty and staff development to improve curriculum, instruction, student services, and program practices in the areas of English as a Second Language and Basic Skills.
2. Justification for Project **Maximum Points – 10**

Provide a narrative statement that concisely justifies the need for the proposed project, using supporting data to substantiate the need. Pertinent information may include, but not be limited to:

a. A description of the coordination efforts for all of the components of the project ensuring that goals and objectives of the project have been met. During the development of an application and prior to submitting an application to the Chancellor’s Office, all applicants must demonstrate that they have consulted with the Academic Senate for California Community Colleges (ASCCC). **Grant recipient must work closely with the (ASCCC) and in consultation with the statewide organizations of CEOs, CIOs, CSSOs and Occupational Administrators, and other groups in providing professional development opportunities and technical assistance.**

b. A Description of the faculty and staff development issues that are not being adequately addressed through existing efforts.

G. **Response to the Need** **Maximum Points – 15**

Provide a narrative statement that includes the following:

1. Describe how the project’s goals and objectives will meet professional development needs across the state in ESL/basic skills improvement.

2. Describe any aspect of the project that will be unique or exemplary including building upon the professional development resource network/center.

H. **Workplan (Use the Workplan Form)** **Maximum Points – 25**

Use the Workplan form to outline the sequence of objectives, activities, measurable outcomes, and responsible persons.

1. **Minimum Required Objectives**

   Develop a plan with project-specific goals objectives; address RFA’s need statement, performance outcomes and deliverables.

2. **Measurable Outcomes**

   Outcomes should clearly link to the Minimum Required Objectives and Activities, as well as to any additional objectives and activities which were
added during the planning process. Describe the outcomes in qualitative and quantitative terms. Identify both short-term and long-term outcomes/results.

I. Reporting

The Chancellor's Office will require that the Grantee reports on activities conducted and expenditures at the midpoint and again at the end of the grant. It is required that the project staff has monthly contact with the Chancellor's Office Monitor of the project.

The Grantee is expected to provide three deliverable/reports at the end of the project that summarize workshops and technical assistance provided, processes that colleges implemented to assess increased performance levels of ESL/basic skills students and to collect relevant data, and the permanent professional development resource network/center that will be initiated through this grant.

J. Project Management Maximum Points – 10

1. Organization

- Describe the organizational management and lines of accountability of the project.

- Indicate which entity or entities will take the lead role(s) in the project and describe the roles of each of the other partners.

- Describe the provisions for accountability of expected results, methods of accounting and reporting, and the process for monitoring progress.

- Describe the procedures in place for facilitating administration of the project, such as how performance information is used to improve management and outcomes of the project.

A. Project Director

Identify an individual who:

- Implements the everyday work of the project and the grant goals and objectives.

- Develops budget expenditures and allocates resources to the project.

- Demonstrates experience and expertise in the area identified in the RFA.
• Holds final responsibility for all compliance activities related to the grant, including the quality and integrity of the data reported, and progress reports, budget details, and monitoring visitations from state officials.

• Serves as the primary contact identified for all correspondence sent from the Chancellor’s Office.

• Will be assigned at least 50% of full-time load to this grant.

**B. Project Staff**

Describe the role of the staff involved with the project. Include an organizational chart and list of staff positions.

**C. Evaluation:**

Describe how this project will be evaluated.

**K. Application Budget Forms**

The main purpose of the budget is to indicate whether the project is well planned and reasonable in scope. Technical errors in the budget can be changed if the project is recommended for funding, as long as the request does not exceed 10 percent of the total budget or the maximum amount allowable in Article I and/or II.

The application must use the budget form and follow the guidelines and procedures for the budget described in the Instructions. All applicants must complete the Application Budget Summary form.

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

Program funds are to be used for direct services to the project only. Other institutions and/or organizations participating in the collaborative, may subcontract (with monitor’s prior approval) for related expenses, such as planning meetings, conducting research and preparing marketing materials for distribution. Only California Community College districts are eligible to be the fiscal agents for these grants. This grant will be awarded under a one-year, but renewable for 5 years total, award. No cash or documented in-kind match is
required for this grant. Only a four percent (4%) indirect cost is allowed for this grant.

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

1. Equipment Purchases

   Equipment purchases must be justified as dedicated and necessary to successful implementation of the project, and **may not exceed twenty-five percent (25%) of total grant funds**. Applicants intending to purchase equipment must justify the purchase in terms of the intended usage of the equipment and its accessibility to multiple users. (Note: See Article II, paragraph 19, in Appendix B regarding property purchased with program funds.)

2. Travel

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

   Due to the need for Chancellor’s Office staff to provide services or technical assistance beyond the scope of normal grant monitoring, the grantee is to include travel funds for Chancellor’s Office staff. The travel should be necessary and related to the purposes of the grant. Identify appropriate activities where this may apply and provide travel funds for two (2) Chancellor’s Office staff per event. Cost should include travel, accommodations and per diem. Travel will be arranged and paid for through ordinary State agency processes and the grant funds will be used to reimburse the Chancellor’s Office using Accounting form ACCT-RT/01, Request for Services/Agreement to Pay Travel Expenses.

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

3. Indirect Administrative Costs

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

Total grant - (total grant/1.04) = indirect administrative costs.
Example: $50,000/1.04 = $48,077 (direct costs)
Total grant = $50,000 = $48,077 (direct costs) + $1,923 (indirect)

L. Dissemination  

Maximum Points – 5

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

M. Overall Feasibility of the Project  

Maximum Points – 5

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

N. Applications should be addressed to:

California Community Colleges
Chancellor’s Office
Academic Affairs Division
1102 Q Street, Suite 4554
Sacramento, CA 95811-6539
Attention: Barbara Illowsky
ESL/Basic Skills Professional Development Grant Application

VIII. Rejection of Applications

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

a. The application is received at the Chancellor’s Office later than 5:00 p.m. on Friday, February 15, 2013. Postmarks will not be accepted. (Note: If your application is late because you used a commercial carrier that
guaranteed delivery by the application deadline, we will accept the application only if the district provides evidence that the carrier guaranteed delivery and was responsible for failing to make the delivery by the deadline.)

b. The application does not identify the RFA Specification Number and cannot be readily ascertained.

c. The application received does not include the proper number of originals (3) and the number of copies (5), or the originals are not signed in ink other than black.

IX. Calendar Key Dates

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders Call via CCC Confer</td>
<td>December 11, 2012, 9:00 to 10:00 AM</td>
</tr>
<tr>
<td>Deadline for submitting applications</td>
<td>February 15, 2013</td>
</tr>
<tr>
<td>Reading of applications</td>
<td>February 19 &amp; 20, 2013</td>
</tr>
<tr>
<td>Notification of Intent to Award Funds</td>
<td>February 22, 2013</td>
</tr>
<tr>
<td>Appeal deadline</td>
<td>March 8, 2013</td>
</tr>
<tr>
<td>Project commencement date</td>
<td>July 1, 2013</td>
</tr>
<tr>
<td>Mid-year Report deadline</td>
<td>February, 1, 2014</td>
</tr>
<tr>
<td>Final Report deadline</td>
<td>July 30, 2014</td>
</tr>
</tbody>
</table>

CCCConfer information for December 11, 2012:

PARTICIPANT DETAILS
> Dial your telephone conference line: (888) 450-4821
> Cell phone users dial: 719-785-4469
> Enter your passcode: 214071

PARTICIPANT CONFERENCE FEATURES
*0 - Contact the operator for audio assistance
*6 - Mute/unmute your individual line

FOR ASSISTANCE
CCC Confer Client Services - Monday - Friday between 8:00 am - 4:00 pm
Phone: 760-744-1150 ext. 1537 or 1554
Email: clientservices@cccconfer.org
APPLICATION SUBMISSION CHECKLIST

All forms are available at
http://extranet.cccco.edu/Divisions/AcademicAffairs/BasicSkillsEnglishasaSecondLanguage.aspx

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

☐ Eight complete applications, three (3) originals (signed by Chief Business
Officer/Designee) and 5 copies. Use an ink color other than black for signatures.

☐ Face Sheet
☐ Contact Page
☐ Application collaborative data sheet
☐ Abstract Page
☐ Table of Contents
☐ Need Statement
☐ Response
  ☐ Project Workplan
  ☐ Objectives
  ☐ Activities
  ☐ Outcomes
  ☐ Timeline
  ☐ Responsible Persons
☐ Project Management Plan
☐ Dissemination Plan
☐ Application Budget Summary
☐ Application Budget Detail Sheet – Program funds
☐ Staple completed packets in upper left corner
Appendix A

Application Forms

Grant Agreement Face Sheet
Contact Page
Application Consortium Data Sheet
Application Abstract
Application Annual Workplan
Application Budget Summary
Application Budget Detail Sheet — Format Example Only
Application Budget Detail Sheet — Blank
Crossover Chart
Grant Agreement

RFA Specification No. 13-052

District Use Only

BOG, California Community Colleges Chancellor's Office - 6870

Grant Agreement No.: 13 - 052 - 001

2013-2014 ESL/BASIC SKILLS PROFESSIONAL DEVELOPMENT GRANT

RFA # 13 - 052

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 July 1, 2013 to June 30, 2014. The Final Report must be submitted within 30 days 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.

<table>
<thead>
<tr>
<th>GRANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director:</td>
</tr>
<tr>
<td>Signature, Chief Executive Officer (or authorized Designee)</td>
</tr>
<tr>
<td>Print Name/Title of Person Signing:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
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</thead>
<tbody>
<tr>
<td>Project Monitor: Barbara Illowsky</td>
</tr>
<tr>
<td>Agency Address: 1102 Q Street, Suite 4554</td>
</tr>
<tr>
<td>Sacramento, CA 95811-6539</td>
</tr>
</tbody>
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<table>
<thead>
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<th>Object of Expenditure</th>
<th>Chapter</th>
<th>Statute</th>
<th>Fiscal Year</th>
<th>Amount</th>
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<tr>
<td>6870  - 101 - 0001 ( )</td>
<td>4238 - 751 - 21040</td>
<td>2013</td>
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<td>2013-14</td>
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</table>

Total Amount Encumbered: $969,000

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

Revised 11/07/2012
## CONTACT PAGE

<table>
<thead>
<tr>
<th><strong>Funding Source(s):</strong></th>
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<tbody>
<tr>
<td><strong>RFA Specification Title:</strong></td>
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<tr>
<td><strong>Facility:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>State:</strong></td>
</tr>
<tr>
<td><strong>Zip+4:</strong></td>
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### District Superintendent/President (or authorized Designee)

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
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<tbody>
<tr>
<td>Title:</td>
</tr>
<tr>
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</tr>
<tr>
<td>Fax: ( )</td>
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<td>E-Mail Address:</td>
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### Responsible Administrator (Appropriate Program Area – Cannot be the same as Project Director)

<table>
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<tbody>
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<td>Fax: ( )</td>
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### Project Director (Person responsible for conducting the daily operation of the grant)

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Title:</td>
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### Business Officer

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<tr>
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<tr>
<td>Fax: ( )</td>
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<tr>
<td>E-Mail Address:</td>
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</table>

### Grant Writer

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<tr>
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<tbody>
<tr>
<td>Title:</td>
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<tr>
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<tr>
<td>Fax: ( )</td>
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<tr>
<td>E-Mail Address:</td>
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</tbody>
</table>

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.

<table>
<thead>
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<td>Address:</td>
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<td>City:</td>
<td>State:</td>
</tr>
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<td>Project Contact:</td>
<td>Phone: (              )</td>
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<tr>
<td>Amount of dollars contributed to</td>
<td>$</td>
</tr>
<tr>
<td>Role of district/college in the</td>
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<tr>
<td>consortium design:</td>
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<tr>
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<tr>
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<tr>
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<td>consortium design:</td>
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<tr>
<td>consortium design:</td>
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</table>
APPLICATION COLLABORATIVE DATA SHEET

Complete the following information for each partner in the collaborative including the four-year institution(s). Use additional sheets if required. Attach this form directly behind the Contact Page.

| District/College or Organization: | | |
|-------------------------------|-------------------|
| Address: | |
| City: | State: | Zip: |
| Project Contact: | Phone: (_______) |
| Amount of dollars contributed to project: $ ________ |
| Role of the entity in the collaborative: |

Signature of authorizing individual:

| District/College or Organization: | | |
|-------------------------------|-------------------|
| Address: | |
| City: | State: | Zip: |
| Project Contact: | Phone: (_______) |
| Amount of dollars contributed to project: $ ________ |
| Role of the entity in the collaborative: |

Signature of authorizing individual:

| District/College or Organization: | | |
|-------------------------------|-------------------|
| Address: | |
| City: | State: | Zip: |
| Project Contact: | Phone: (_______) |
| Amount of dollars contributed to project: $ ________ |
| Role of the entity in the collaborative: |

Signature of authorizing individual:
### Application Collaborative Data Sheet (Continued)

<table>
<thead>
<tr>
<th>District/College or Organization:</th>
<th>District:</th>
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<tbody>
<tr>
<td>California Community Colleges</td>
<td>College:</td>
</tr>
<tr>
<td>Chancellor’s Office</td>
<td>RFA Specification Number:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
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<td>City:</td>
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<tr>
<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
</tbody>
</table>

| Amount of dollars contributed to project: $ |
| Role of the entity in the collaborative: |

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<table>
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<tbody>
<tr>
<td>Address:</td>
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</table>

| City:    |
| State:   |
| Zip:     |
| Phone:   |

| Amount of dollars contributed to project: $ |
| Role of the entity in the collaborative: |

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<table>
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<th>District/College or Organization:</th>
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<tbody>
<tr>
<td>Address:</td>
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</table>

| City:    |
| State:   |
| Zip:     |
| Phone:   |

| Amount of dollars contributed to project: $ |
| Role of the entity in the collaborative: |

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<th>District/College or Organization:</th>
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<tbody>
<tr>
<td>Address:</td>
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</table>

| City:    |
| State:   |
| Zip:     |
| Phone:   |

| Amount of dollars contributed to project: $ |
| Role of the entity in the collaborative: |

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<table>
<thead>
<tr>
<th>Signature of authorizing individual:</th>
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<tbody>
<tr>
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</table>

| City:    |
| State:   |
| Zip:     |
| Phone:   |

| Amount of dollars contributed to project: $ |
| Role of the entity in the collaborative: |

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<table>
<thead>
<tr>
<th>District/College or Organization:</th>
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<tr>
<td>Address:</td>
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</table>

| City:    |
| State:   |
| Zip:     |
| Phone:   |

| Amount of dollars contributed to project: $ |
| Role of the entity in the collaborative: |

---

| Signature of authorizing individual: |
# Application Budget Summary

**Email Address:** ____________________________  **Fax No.:** ____________________________

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Line</th>
<th>Total Program Budget</th>
<th>Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>Instructional Salaries*</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>Noninstructional Salaries</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000</td>
<td>Employee Benefits</td>
<td>3</td>
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<td>4000</td>
<td>Supplies and materials</td>
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<td>5000</td>
<td>Other Operating Expenses and Services</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6000</td>
<td>Capital Outlay</td>
<td>6</td>
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<tr>
<td>7000</td>
<td>Other Outgo</td>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Direct Costs** 8

**Total Indirect (4% of Line 8)** 9

**Total Program Costs** 10

- **Check this box if you are requesting a payment for the expenditures reported in this statement.**

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 Name/Title (If available):** ____________________________  **Authorized Signature**  **Date:** ____________________________

**District Chief Business Officer:** ____________________________  **Authorized Signature**  **Date:** ____________________________

*Note: For the purposes of this grant, Instructional Salaries will not apply.*
<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Other Sources</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Total Direct Cost

Total Indirect Cost (4%)

Total Program Cost
# APPLICATION ANNUAL WORKPLAN

*Based on RFA Specification, only one objective per page. Duplicate form as needed.*

<table>
<thead>
<tr>
<th>Activities</th>
<th>Measurable Outcomes</th>
<th>Timeline Month/Year</th>
<th>Responsible Person(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
APPLICATION WORKPLAN INSTRUCTIONS

The workplan is the statement of work for the proposed project for faculty and staff development opportunities designed to help faculty/staff improve curriculum, instruction, student services, and program practices for students who need to increase performance levels in ESL/basic skills. In addition, the work for the proposed project to establish a permanent professional development resource network/center needs to be delineated. The form outlines the project’s objectives, activities, outcomes, timelines, and responsible individuals. The workplan also serves as the major foundation for linking the various pieces of the proposal. Thus, it is important that objectives of the work plan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

Objectives Section

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

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

Activities Section

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

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

Measurable Outcomes Section

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

Example:

Objective: Conduct workshops at the colleges’ sites so that participants may select and implement effective strategies and features for local program improvement based on the colleges’ self assessment conducted in light of the literature and best practices review.

Outcome: Conducted fifty (50) on-site workshops that led faculty/staff to understand how to implement effective practices.

Timeline Section

Provide a calendar of projected completion dates for key activities within the first year of the project. Target months of completion for project objectives are preferable to specific dates. The final report will include a full timeline of activities leading to implementation.

Responsible Persons Section

Identify, by position, the individuals responsible for completing key activities. Partners from other entities should be included.
The Grant Mid-Year Report consists of 3 pages, the Mid-Year Activity Report, the Year-to-Date Expenditure Statement and Detail. These three pages are within this worksheet and the forms are available online at:

http://extranet.cccco.edu/Divisions/AcademicAffairs/BasicSkillsEnglishasaSecondLanguage.aspx

Complete all three pages and note that all information reported must be cumulative.

Failure to submit these reports can result in withholding of funds. When your report is complete, mail two copies and email it to your Project Monitor.

Although not required or included on the report form, and if appropriate, grantees must collect demographic data on students, business/industry partners, faculty and counselors participating in the project. Upon the request of the Chancellor’s Office Project Monitor, this information must be available for submission during the performance period and submitted with the Final Report.

All products developed as a result of this grant must be made available to the Chancellor's Office Project Monitor upon request and posted to a web site location to be determined.

Report must be received by the Chancellor's Office Project Monitor on or before the following deadlines.

February 1, 2014 (Mid-Year)
July 31, 2014 (Final)
<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Line</th>
<th>Total Program Budget</th>
<th>Expenditures to Date</th>
</tr>
</thead>
<tbody>
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<td>1000</td>
<td>Instructional Salaries*</td>
<td>1</td>
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<tr>
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<td>Employee Benefits</td>
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<td>7000</td>
<td>Other Outgo</td>
<td>7</td>
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<td><strong>Total Direct Costs</strong></td>
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<td><strong>Total Indirect (4% of Line 8)</strong></td>
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<td></td>
<td><strong>Total Program Costs</strong></td>
<td>10</td>
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☐ Check this box if you are requesting a payment for the expenditures reported in this statement.

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 Name/Title (If available): 

Authorized Signature

Date: ________________________________

District Chief Business Officer: 

Authorized Signature

Date: ________________________________

*Note: For the purposes of this grant, Instructional Salaries will not apply.
# MID-YEAR EXPENDITURE DETAIL SHEET

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Year-to-Date Expenditures</th>
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- **Total Direct Cost**
- **Total Indirect Cost (4%)**
- **Total Program Cost**
# FINAL EXPENDITURE DETAIL SHEET

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Year-to-Date Expenditures</th>
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Total Direct Cost

Total Indirect Cost (4%)

Total Program Cost
California Community Colleges
Chancellor's Office

Final Report Narrative

Contact Name: ___________________________ Phone Number: (____)_______
Email Address: ___________________________ Fax Number: (____)_______

(If applicable, attach Deliverables)
Contact Name: __________________________ Phone Number: (______) _______________________
Email Address: _________________________ Fax Number: (______) ________________________

<table>
<thead>
<tr>
<th>Object of Expenditure</th>
<th>Classification</th>
<th>Line</th>
<th>Total Program Budget</th>
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<tr>
<td>1000</td>
<td>Instructional Salaries*</td>
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<tr>
<td>2000</td>
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<td>Supplies and materials</td>
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<td>5000</td>
<td>Other Operating Expenses and Services</td>
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<tr>
<td>6000</td>
<td>Capital Outlay</td>
<td>6</td>
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<td>7000</td>
<td>Other Outgo</td>
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<td><strong>Total Direct Costs</strong></td>
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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 Name/Title (If available): __________________________ Authorized Signature

District Chief Business Officer: __________________________ Authorized Signature

*Note: For the purposes of this grant, Instructional Salaries will not apply.
Appendix B

Grant Agreement

Article I:  Program-Specific Legal Terms Provisions

Article II: Standard Legal Terms and Conditions
California Community Colleges, Chancellor’s Office

GRANT AGREEMENT

ARTICLE I

ESL/Basic Skills Professional Development Grant
Program-Specific Legal Terms and Conditions

Effective September 28, 2007

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges, Chancellor's Office (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 a request for progress payments at the time that progress reports are submitted pursuant to section 3 of this Article. Payment will be made after review and approval of the progress reports by the Chancellor's Office.

- A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2014. 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, not to exceed 10% of the total grant amount, without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant is not affected, and the outcomes of the Grant will not be materially affected.

- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.

- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant and/or the outcome of the Grant is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by
the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet."

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

Budget changes or amendments involving an extension of time are subject to applicable program limitations. 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 Chancellor’s Office must evaluate the impact of projects funded with California Community Colleges ESL/Basic Skills Professional Development Grant funds. Therefore, the grantee must submit mid-year progress and final reports.

Failure to submit any of these reports can result in withholding of funds and may jeopardize funding for future application submissions.

a. Progress Reports

1. Year-to-Date Expenditure Report (Excel form available online)

The Grantee shall prepare and submit Year-to-Date Expenditure Reports that must be received by the Chancellor’s Office on or before February 1, 2014.

These reports must be sent electronically from the Chief Business Officer (or designee) to the project monitor.

2. Mid-Year Progress Report

This report provides operational results at the midpoint of the performance period. Reports must be received by the Chancellor’s Office on or before February 1, 2014.

Using a format determined by the Chancellor’s Office, grantees will be expected to provide a summary of activities for the period, reasons for lack of progress towards attainment of objectives, an explanation of major changes to the budget, and other data required as contained in the RFA Specifications.
These reports must be sent electronically to the project monitor.

b. **Final Reports**

There are two parts to the Final Report due July 31, 2014. Both parts must be received by the Chancellor’s Office in order for the grantee to receive the final grant payment. The complete Final Report must be received before the final payment will be made.

1. **Final Report of Expenditures (Excel form available online)**

Two copies of the Final Report of Expenditures must be received by the Chancellor’s Office for approval no later than July 31, 2014.

2. **Narrative Summary**

Two copies of a narrative summary, which includes all information requested in Appendix A and the reporting requirements and the objectives and performance outcomes sections of the RFA Specification, must be sent to the Chancellor’s Office for approval no later than July 31, 2014. An electronic copy of the narrative must also be e-mailed to the project monitor.

All deliverables must be included as attachments to the Final Report.

4. **Product Dissemination**

Any products developed as a result of this grant must be made available to the project monitor upon request and posted to a website location to be determined by the Chancellor’s Office.
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 California Community Colleges, Chancellor's Office, 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.
Article II-Standard Legal Terms and Conditions

e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.

1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)

3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)

g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
12. Audit

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

13. Products and Deliverables

a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.

b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)

c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor’s Office and the specific funding source.

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

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

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

15. Standards of Conduct

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

a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.

c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
d. **Avoidance of Conflicts of Economic Interests.**

1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.

4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.

e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. **Statewide or Regional Projects**

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

a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

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

e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of $5,000 shall be subject to the approval of the Chancellor's Office.

17. **Time Is of the Essence**

Time is of the essence in this Grant Agreement.

18. **Intellectual Property**

a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or it 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 "California Community Colleges, Chancellor’s Office." Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor’s Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee’s administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor’s Office and may be copyrighted by the Chancellor’s Office.

d. If it is deemed necessary by either the Chancellor’s Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be
responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor’s Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar ($1).
19. **Real Property and Equipment**

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

a. Equipment with an initial purchase price in excess of $5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.

b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.

c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:

1. Equipment with an initial purchase price less than $5,000 may be disposed of as the Grantee deems appropriate.

2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of $5,000 shall be subject to the approval of the Chancellor's Office.

3. In all other cases, real property or equipment with an initial purchase price in excess of $5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain $100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.
20. **Surveys**

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

21. **Work by Chancellor's Office Personnel**

a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.

b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. **Termination**

a. **Termination Option.** Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").

b. **Event of Breach.** In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's
Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

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

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

23. Waiver

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

24. Workers' Compensation Insurance

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

25. **Law Governing**

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

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

a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. **Curriculum Development**

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

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

b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.

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

28. **Eligibility for Noncitizens**

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

29. **Nondiscrimination Clause**

a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in
article 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
Article I—Program-Specific Legal Terms and Conditions

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.