

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

BOG, California Community Colleges Chancellor's Office - 6870	<b>DISTRICT USE ONLY</b>
	District (Grantee): <u>Chabot-Las Positas CCD</u> College: <u>Chabot College</u>

<b>Grant Agreement</b>	<b>BOG-CCCCO USE ONLY</b>
<b>Workforce and Economic Development</b>	<b>Grant Agreement No.: 14 - 180 - 002</b>
<b>Assessment, Remediation &amp; Retention for Associate Degree Nursing (RN) Programs</b>	Funding Fiscal Year <u>2014-15</u> Total Amount Encumbered : \$ <u>205,200</u>
RFA # <u>14 - 180</u>	

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, Eff. 05/14 and II, Eff. 04/14), 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, 2014 through June 30, 2015. The Final Report must be submitted within 60 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.

**GRANTEE**

Project Director: <u>Connie Telles</u>	Total Grant Funds Requested: \$ <u>205,200</u>
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Signature, Chief Executive Officer (or authorized Designee)	Date:
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Print Name/Title of Person Signing: <u>Dr. Janette N. Jackson, Chancellor CLPCCD</u>	District Address: <u>7600 Dublin Blvd., 3rd Floor Dublin, CA 94568</u>
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**STATE OF CALIFORNIA**

Project Monitor: <u>Brenda Fong</u>	Agency Address: <u>1102 Q Street, Suite 4554 Sacramento, CA 95811-6539</u>
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Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
<u>6870 - 101 - 0001</u>	<u>3233 - 751 - 29510</u>	<u>          </u>	<u>2014</u>	<u>2014-15</u>	\$ <u>205,200</u>
<u>- - -</u>	<u>- - -</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Total Amount Encumbered : \$</b>					<b><u>205,200</u></b>

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.	Date:
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Signature, Deputy Chancellor (or authorized Designee)	Date:
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Print Name/Title of Person Signing: <b>Erik Skinner, Deputy Chancellor</b>
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DISTRICT: Chabot-Las Positas CCD

COLLEGE: Chabot College

RFA NUMBER: 14-180

## APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	
			\$	
			\$	205,200
1000	INSTRUCTIONAL SALARIES	1	\$	119,937
2000	NONINSTRUCTIONAL SALARIES	2	\$	23,876
3000	EMPLOYEE BENEFITS	3	\$	11,000
4000	SUPPLIES AND MATERIALS	4	\$	12,420
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	5,000
6000	CAPITAL OUTLAY	6	\$	4,075
7000	OTHER OUTGO	7	\$	21,000
<b>TOTAL DIRECT COSTS:</b>		8	\$	197,308
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$	7,892
<b>TOTAL COSTS:</b>		10	\$	205,200

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

**Project Director:**

Name: Connie Telles

Title: Nursing Program Director

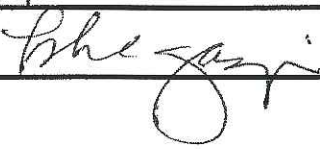
Authorized Signature: 

Date: 5/19/2014

**District Chief Business Officer (or authorized designee):**

Name: Lorenzo Legaspi

Title: Vice Chancellor of Business Services

Authorized Signature: 

Date: 5.22.2014

## CONTACT PAGE

District:	Chabot-Las Positas CCD		
Address:	7600 Dublin Blvd., 3rd Floor		
City:	Dublin	State:	CA Zip: 94568

<b>District Superintendent/President</b> <i>(or authorized designee)</i>			
Name:	Jannett N. Jackson, Ph.D.	Phone:	925-485-5206
Title:	Chancellor	Fax:	
E-mail Address:	jjackson@clpccd.org		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	Dale Wagoner	Phone:	510-723-7484
Title:	Dean of Health, Athletics & P.E.	Fax:	
E-mail Address:	dwagoner@chabotcollege.edu		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	Connie Telles	Phone:	510-723-6874
Title:	Nursing Program Director	Fax:	
E-mail Address:	ctelles@chabotcollege.edu		

<b>Person Responsible for Data Entry</b>			
Name:	Catherine Gentiluomo	Phone:	510-723-6896
Title:	Administrative Assistant, Nursing	Fax:	
E-mail Address:	cgentiluomo@chabotcollege.edu		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	Lorenzo Legaspi	Phone:	925-485-5203
Title:	Vice Chancellor of Business Services	Fax:	
E-mail Address:	llegaspi@chabotcollege.edu		

<b>Person Responsible for Budget Certification</b>			
Name:	Judy Hutchinson	Phone:	925-485-5282
Title:	District Budget Officer	Fax:	
E-mail Address:	jhutchinson@chabotcollege.edu		

Chancellor's Office, California Community Colleges  
Workforce and Economic Development Division  
Nursing and Allied Health

Workplan Coverage  
Fiscal Year 2014-15

Enrollment Growth for Associate Degree Nursing (RN) Program  
Assessment, Remediation and Retention for Associate Degree Nursing (RN) Program

Grant No.: 14-179- 0.0000

Grant No.: 14-180- 0.0000

<b>District:</b> Chabot-Las Positas Community College District
<b>College:</b> Chabot College

The signature below of the Nursing Program Director, or other authorized person, certifies that they have read and agree to implement the attached Workplan Objectives and Activities and to work toward achieving the Outcomes specified with funds provided through this grant for this purpose. The allocation of funds is dependent upon the Chancellor's Office receiving funds from State government. Funds shall be used exclusively to expand associate degree nursing programs and to provide assessment, remediation and retention activities to assist students to succeed in the nursing program and to prepare them to complete successfully the National Council Licensure Examination to become eligible for licensure as a registered nurse.



Signature of the Associate Degree Nursing Program Director

3/18/2014

Date

Connie Telles

Nursing Program Director

Printed Name

Title

2014-15 Workplan:

14-179 (Enrollment Growth for Associate Degree Nursing Program)

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14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)

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DISTRICT: Chabot-Las Positas CCD

COLLEGE: Chabot College

RFA NUMBER: 14-180

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	FUNDS REQUESTED	
		\$	
		\$	205,200
1000	1100 Project Director (0.10 FTE @99,127 annual salary -Column 5 Step 14) = \$9,913		
	1100 Counseling Faculty to support nursing students(8 hr/wk x 35 wkx \$66/hr)=18,480	\$	28,393
	1300 Additional Clinical Instructor N55 \$14,886 x N60B 11,578 = 25,344		
	1400 Faculty to teach test taking skills course (\$100/hr x 8 x 2 )=1,600	\$	25,344
	1400 6 Faculty on alternate assignment for medication pass (6 fac. X 75/hr x 4/hr)= 63,000		
	1400 Faculty to teach TEAS Review Course(\$100/hr x 8 x 2 )=1,600	\$	66,200
2000	2300 RN Tutors @ 2 tutors x 22/hr x 4 hrs per week x 35 weeks = 4,588	\$	4,588
	2300 2 Sim Lab Techs (2 Tech x 21/hr x 10 hr/week x 35 week = 14,700		
	2300 Nursing Administrative Assistant		
	2300 2 Sim Lab Techs (2 Tech x 21/hr x 10 hr/week x 35 week = 14,700	\$	19,288
		\$	-
3000	3000 Faculty Fringe		
	3000 Classified Fringe	\$	11,000
4000	4300 Instructional Supplies & Computer software = 8920		
	4300 TEAS Testing \$35/test x 100 student = 3,500		
		\$	12,420
5000	5200 Conference & workshop for Faculty 4 x 995 =3900		
	5200 Professional Membership National League of Nursing \$1,100/annual)		
		\$	5,000
6000	EKG Critical Care Cardiac Monitor	\$	4,075
7000	Book Scholarship (\$1000 scholarship X 6, ATI Fees \$500 x 10)		
	Kaplan NCLEX Class 4 x 500) Uniform Vochers \$200 x 10 Students)	\$	21,000
<b>TOTAL DIRECT COSTS:</b>		\$	197,308
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	7,892
<b>TOTAL COSTS:</b>		\$	205,200

**SUPPLEMENTAL BUDGET INFORMATION**

**Allocation for Assessment, Remediation and Retention**

District: Chabot-Las Positas CCD

College: Chabot College

Grant No.: 14-180

<b>I. Equipment</b>				
<b>Equipment Item Description *</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Total Cost Charged to Project</b>
EKG Critical Care Cardiac Monitor	1	\$ 4,075	\$ 4,075	\$ 4,075
			\$ -	
			\$ -	
			\$ -	
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			\$ -	
<b>Grand Total</b>			<b>\$ 4,075</b>	<b>\$ 4,075</b>

\* Types of equipment: respirator, instruments, beds, supplies, human patient simulator, etc.

# Workplan

Fiscal Year 2014-15

## 14-179 Enrollment Growth for Associate Degree Nursing (RN) Program 14-180 Assessment, Remediation and Retention for Associate Degree Nursing (RN) Program

### Required Objectives and Activities to be Conducted During Grant Performance Period June 1, 2014 — June 30, 2015

**NOTE:** Objectives, activities and performance outcomes are provided as a basis for the workplan. The objectives and activities are required. The College should revise the performance outcomes as needed, but may use those provided, if applicable to College's need. Do not delete the outcomes. All objectives and activities must be conducted during the project time frame. **Performance Outcomes highlighted in yellow may require information to fill in the blanks.**

Objective One:	Expand current enrollment capacity or maintain prior additional enrollments in the nursing program.	Activity	Performance Outcomes
1.1	Expand or maintain capacity by enrolling additional students above current baseline enrollment capacity during this academic year. Enrollment based on students in the ADN program who meet the statewide cut score for diagnostic assessment test at 62% or above.	1.1 If relevant fill in the blanks with the number of additional students you intend to enroll above the program's baseline capacity during the academic year. Provide the number of additional enrollments for either expanding or maintaining current additional enrollments or both. <b>NOTE:</b> additional enrollments pertain to first semester generic students or LVN to RN students only.	<ul style="list-style-type: none"> <li>• How many additional students do you plan to enroll in fall 2014? 0</li> <li>• How many additional students do you plan to enroll in spring 2015? 0</li> <li>• Current number of grant students continuing program to completion 80</li> <li>• <b>Total Number of current grant students</b> 80</li> <li>• Number of Students requiring remediation</li> </ul>
1.2	Review student applications and determine eligibility for admission using college nursing admission protocols appropriately validated or approved by the Chancellor's Office.	1.2 Students selected for provisional enrollment	

2014-15 Workplan:  
14-179 (Enrollment Growth for Associate Degree Nursing Program)  
14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)

**Workplan (Fiscal Year 2014-15)  
Required Objectives and Activities to be Conducted During Grant Performance Period (June 1, 2014 — June 30, 2015)**

**NOTE:** Objectives, activities and performance outcomes are provided. The objectives and activities are required. You may revise the performance outcomes or use those provided. You may not delete the outcomes. All objectives and activities must be conducted during the project time frame.

Objective Two:	Performance Outcomes
<p><b>Objective Two:</b> Provide a program whereby students demonstrate readiness through diagnostic assessment or successful completion of remedial pre-nursing coursework prior to commencing the registered nursing program.</p>	
<p><b>Activity</b></p>	
<p>2.1. Provide diagnostic assessment testing to students prior to enrollment in the nursing program.</p>	<p>2.1 Chancellor's Office approved assessment test administered to selected provisional students. Those that achieve the cut score are enrolled in the program. Those that do not achieve the cut score are referred for remediation.</p>
<p>2.2. Implement pre-admission protocols for when a student does not reach the cut score.</p>	<p>2.2 Pre-admission protocols were implemented for students who did not achieve the cut score on the assessment test.</p>
<p>2.3. Develop a pre-admission plan for remediation for students who do not achieve the cut score indicating readiness for the nursing program.</p>	<p>2.3 A pre-admission plan was developed for each student who did not achieve the cut score</p>
<p>2.4. Refer students who do not achieve the cut score to a counselor or case manager for assistance with a pre-admission plan to assist the student in achieving readiness for the nursing program.</p>	<p>2.4 Students who do not achieve the cut score are referred to a counselor or case manager for assistance with a pre-admission plan to assist the student in achieving readiness for the nursing program.</p>
<p>2.5. Expand Develop and implement educational pre-entry coursework, including, but not necessarily limited to, tutorials or noncredit instruction, that is aligned to the entry level nursing standards and curriculum for students who fail to demonstrate readiness based upon the diagnostic assessment tool.</p>	<p>2.5 Individualized remediation plans were developed for each student and the students were given. The number of students who started a pre-entry remediation plan was documented.</p> <ul style="list-style-type: none"> <li>• Enter a specific time frame, i.e., one year, two years, etc., in which to complete their plan</li> </ul>
<p>2.6. Enroll students in the ADN program who meet the statewide cut score for diagnostic assessment test.</p>	<p>2.6 Students completing their remediation plan were (or will be) admitted to the nursing program.</p> <ul style="list-style-type: none"> <li>• Provide time frame for completion, i.e., one year, two years, etc.</li> </ul>

2014-15 Workplan:  
14-179 (Enrollment Growth for Associate Degree Nursing Program)  
14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)



Workplan (Fiscal Year 2014-15)  
 Required Objectives and Activities to be Conducted During Grant Performance Period (June 1, 2014 — June 30, 2015)

NOTE: Objectives, activities and performance outcomes are provided. The objectives and activities are required. You may revise the performance outcomes or use those provided. You may not delete the outcomes. All objectives and activities must be conducted during the project time frame.

2.7. Evaluate the effectiveness of specific pre-entry plans, including instructional and campus support services. <i>(in column at right, check the option used by your program).</i>	2.7.1 Students are considered successful in their remediation (pre-entry plan) if they <ul style="list-style-type: none"> <li>a. Successfully complete a remediation plan and successfully retake the assessment/readiness test with a passing composite score, or <input checked="" type="checkbox"/></li> <li>b. Demonstrate passing grades in college remediation coursework in the appropriate disciplines to address areas identified as needing improvement by the assessment readiness test, or <input checked="" type="checkbox"/></li> <li>c. Document successful completion of a remediation plan that satisfies the intent of assuring readiness for success in the nursing program that is approved by the Nursing Program Director <input checked="" type="checkbox"/></li> </ul> (Check the option used by your program).
2.8. Compile data for all students who do not demonstrate readiness and require a remediation plan as outlined under <u>Data Collection Requirements</u> .	2.7.2 The effectiveness of specific pre-entry plans, including instructional and campus support services are determined and modifications developed for implementation  2.8 Data collected and reported to the Chancellor's Office on students who did not demonstrate readiness, who participated in a remediation plan, and who successfully completed their remediation plan.
2.9. Ensure that students participating in an educational remediation plan in order to demonstrate readiness, based upon the diagnostic assessment tools, are not disadvantaged in the program enrollment process.	2.9 Coursework prescribed in individual remediation plans will be made available to the students within the remediation time frame and students who successfully complete the remediation plan are returned to the college's enrollment process.

**Workplan (Fiscal Year 2014-15)  
Required Objectives and Activities to be Conducted During Grant Performance Period (June 1, 2014 — June 30, 2015)**

**NOTE:** Objectives, activities and performance outcomes are provided. The objectives and activities are required. You may revise the performance outcomes or use those provided. You may not delete the outcomes. All objectives and activities must be conducted during the project time frame.

<b>Objective Three: Provide a retention program for students enrolled in the ADN program.</b>	
<b>Activity</b>	<b>Performance Outcomes</b>
3.1. Provide support services for students enrolled in the nursing program.	3.1 Students will have campus resources available to promote retention in the nursing program.
	3.1.2 Support services in terms of peer mentoring, tutoring, advisement, and counseling are provided to the students.
3.2. Provide a nursing counselor and/or support staff to provide intensive case management and support for students.	3.2 A case management approach is utilized to promote student success in the nursing program.
3.3. Provide tutoring and other support services for students at risk of dropping out of the ADN program.	3.3 Identified at-risk students will have support services available.
3.4. Provide appropriate supplies and software to assist in student success.	3.4 Student learning is enhanced by up-to-date equipment, instructional material & software.
3.5. Implement early identification, referral and effective intervention strategies for students at risk of failing the ADN program.	3.5 Identified at-risk students will receive early and effective intervention to help ensure success.
3.6. Provide faculty opportunities for professional development.	3.6 Professional development opportunities will be facilitated.
3.7. Develop and implement a plan for professional development for nursing faculty to improve or increase instructional methodologies.	3.7 Faculty will attend professional development activities to enhance teaching, learning and student support.
3.8. Implement faculty recruitment and orientation strategies.	3.8 New faculty will be provided a faculty orientation.

2014-15 Workplan:  
14-179 (Enrollment Growth for Associate Degree Nursing Program)  
14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)

**Workplan (Fiscal Year 2014-15)  
Required Objectives and Activities to be Conducted During Grant Performance Period (June 1, 2014 -- June 30, 2015)**

**NOTE:** Objectives, activities and performance outcomes are provided. The objectives and activities are required. You may revise the performance outcomes or use those provided. You may not delete the outcomes. All objectives and activities must be conducted during the project time frame.

Objective Four: Provide support services, review courses or software and practice to assist graduating students to prepare for the National Council Licensure Exam (NCLEX).	Activity	Performance Outcomes
4.1. Provide an NCLEX review course or software for students who are completing the nursing program.	4.1.1 Students will receive assistance in preparing and practicing for the NCLEX exam.	4.1.1 Students will receive assistance in preparing and practicing for the NCLEX exam.
4.2. Monitor student success on the NCLEX exam and make adjustments to program curriculum or the review course and software to improve NCLEX results.	4.1.2 NCLEX review courses will be available each semester for students completing the program.	4.1.2 NCLEX review courses will be available each semester for students completing the program.
4.3. Evaluate the effectiveness of the program by tracking students who benefit from this project to determine the NCLEX pass rate.	4.2 Monitor NCLEX success and evaluate NCLEX Progress Reports to guide curriculum and program revisions.	4.2 Monitor NCLEX success and evaluate NCLEX Progress Reports to guide curriculum and program revisions.
	4.3 Students are tracked to determine success on the NCLEX pass rate.	4.3 Students are tracked to determine success on the NCLEX pass rate.

2014-15 Workplan:  
14-179 (Enrollment Growth for Associate Degree Nursing Program)  
14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)

**Workplan (Fiscal Year 2014-15)  
Required Objectives and Activities to be Conducted During Grant Performance Period (June 1, 2014 — June 30, 2015)**

**NOTE:** Objectives, activities and performance outcomes are provided. The objectives and activities are required. You may revise the performance outcomes or use those provided. You may not delete the outcomes. All objectives and activities must be conducted during the project time frame.

<b>Objective Five: Provide faculty opportunities for professional development.</b>	
<b>Activity</b>	<b>Performance Outcomes</b>
5.1. Provide faculty opportunities for professional development.	5.1 Professional development opportunities will be facilitated.
5.2. Develop and implement a plan for professional development for nursing faculty to improve or increase instructional methodologies.	5.2 Faculty will attend professional development activities to enhance teaching, learning and student support.
5.3. Implement faculty recruitment and orientation strategies.	5.3 New faculty will be provided a faculty orientation.

2014-15 Workplan:  
14-179 (Enrollment Growth for Associate Degree Nursing Program)  
14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)

**Workplan (Fiscal Year 2014-15)  
Required Objectives and Activities to be Conducted During Grant Performance Period (June 1, 2014 — June 30, 2015)**

**NOTE:** Objectives, activities and performance outcomes are provided. The objectives and activities are required. You may revise the performance outcomes or use those provided. You may not delete the outcomes. All objectives and activities must be conducted during the project time frame.

<p><b>Objective Six:</b> Disseminate any tools, software, tracking methodologies, best practices, special lessons learned or developed to other community colleges at conferences, or through the Heath Workforce Initiative and the Chancellor's Office. Copies of any materials developed are to be provided to the Chancellor's Office.</p>	<table border="1"> <thead> <tr> <th data-bbox="440 153 500 1297">Activity</th> <th data-bbox="440 1297 500 1988">Performance Outcomes</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 153 735 1297"> <p>6.1. Disseminate any tools, software, tracking methodologies, special lessons learned or developed to other community colleges at conferences, or through the Heath Workforce Initiative and the Chancellor's Office. Copies of any materials developed are to be provided to the Chancellor's Office.</p> </td> <td data-bbox="500 1297 735 1988"> <p>6.1 Tools, software, tracking methodologies, special lessons learned or developed are disseminated to other community colleges at conferences, or through the Heath Workforce Initiative and the Chancellor's Office. Copies of any materials developed are provided to the Chancellor's Office.</p> </td> </tr> </tbody> </table>	Activity	Performance Outcomes	<p>6.1. Disseminate any tools, software, tracking methodologies, special lessons learned or developed to other community colleges at conferences, or through the Heath Workforce Initiative and the Chancellor's Office. Copies of any materials developed are to be provided to the Chancellor's Office.</p>	<p>6.1 Tools, software, tracking methodologies, special lessons learned or developed are disseminated to other community colleges at conferences, or through the Heath Workforce Initiative and the Chancellor's Office. Copies of any materials developed are provided to the Chancellor's Office.</p>
Activity	Performance Outcomes				
<p>6.1. Disseminate any tools, software, tracking methodologies, special lessons learned or developed to other community colleges at conferences, or through the Heath Workforce Initiative and the Chancellor's Office. Copies of any materials developed are to be provided to the Chancellor's Office.</p>	<p>6.1 Tools, software, tracking methodologies, special lessons learned or developed are disseminated to other community colleges at conferences, or through the Heath Workforce Initiative and the Chancellor's Office. Copies of any materials developed are provided to the Chancellor's Office.</p>				

2014-15 Workplan:  
14-179 (Enrollment Growth for Associate Degree Nursing Program)  
14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)

**Workplan (Fiscal Year 2014-15)  
Required Objectives and Activities to be Conducted During Grant Performance Period (June 1, 2014 — June 30, 2015)**

**NOTE:** Objectives, activities and performance outcomes are provided. The objectives and activities are required. You may revise the performance outcomes or use those provided. You may not delete the outcomes. All objectives and activities must be conducted during the project time frame.

<b>Objective Seven: Collect and report data to the Chancellor's Office as required.</b>	
<b>Activity</b>	<b>Performance Outcomes</b>
7.1. Collect data as listed below and report to the Chancellor's Office in a timely manner, as required per Education Code, and Contracted quarterly and annual reporting per RFA and application.	7.1 Data collected and reported to the Chancellor's Office in a timely manner.

**Data Collection Requirements:**

Education Code Section 78261(g) and (h):

- (g) As a condition of receiving grant funds pursuant to paragraph (2) of subdivision (d), each recipient district shall report to the chancellor's office the following data for the academic year on or before a date determined by the chancellor's office:
  - (1) The number of students enrolled in the nursing program.
  - (2) The number of students taking diagnostic assessments.
  - (3) The number of students failing to meet proficiency levels as determined by diagnostic assessment tools.
  - (4) The number of students failing to meet proficiency levels that enroll in pre-entry preparation classes.
  - (5) The number of students who successfully complete pre-entry preparation classes.
  - (6) The average number of months between initial diagnostic assessment, demonstration of readiness, and enrollment in the nursing program for students failing to meet proficiency standards on the initial diagnostic assessment.
  - (7) The average number of months between diagnostic assessment and program enrollment for students meeting proficiency standards on the initial diagnostic assessment.
  - (8) The number of students who completed the associate degree nursing program and the number of students who pass the National Council Licensure Examination (NCLEX).
- (h) (1) Data reported to the chancellor under this article shall be disaggregated by age, gender, ethnicity, and language spoken at home.

**2014-15 Workplan:**

- 14-179 (Enrollment Growth for Associate Degree Nursing Program)
- 14-180 (Assessment, Remediation and Retention for Associate Degree Nursing Program)

# APPENDIX A

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Chancellor's Office, California Community Colleges

## GRANT AGREEMENT

### ARTICLE I

#### Nursing Education Program

##### Program-Specific Legal Terms and Conditions

*(Effective May 28, 2014)*

#### 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:

- Payment shall be made according to the apportionment schedule set forth in the California Code of Regulations, title 5, section 58770, except that the final payment will not be made until the final report has been submitted and approved. If the final report is not submitted by the deadline date set forth in Section 3 of this Article, the Chancellor's Office may make the final payment through a claims schedule.
- If total expenditures are less than the apportionment payments, the Chancellor's Office may invoice the Grantee for the excess amount.

#### 2. Budget Changes

- Grantee may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor. These requests must be made through the online fiscal reporting system at <https://misweb.cccco.edu/NursingExt/dba/logon.cfm> prior to the close of relevant quarter. Changes needed after the end of the quarter must be requested through the Project Monitor.

- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet."
- The Budget Amendment should be requested through the online reporting system at <https://misweb.cccco.edu/NursingExt/dba/logon.cfm> for Project Monitor approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. 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. **Application Amendment Requests**

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

### 4. **Reporting**

The Grantee shall prepare and submit to the Nursing and Allied Health Unit quarterly "Year-to-Date Expenditure and Progress Reports" using the online reporting system at <https://misweb.cccco.edu/NursingExt/dba/logon.cfm>. These reports are due on or before the following dates of each performance period:

- 1<sup>st</sup> Quarter – October 31, 2014
- 2<sup>nd</sup> Quarter – January 31, 2015
- 3<sup>rd</sup> Quarter – April 30, 2015
- 4<sup>th</sup> Quarter – July 31, 2015
- Final Report – March 31, 2015

**NOTE:** If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline**. Extensions of reporting deadlines require written approval of the Project Monitor.



## **GRANT AGREEMENT**

### **ARTICLE II**

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

*(Effective April 11, 2014)*

#### **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, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

**6. Interpretation**

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

**7. Project Director and Key Personnel**

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

**8. Project Monitor**

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

**9. Budget Concerns**

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this

Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

## **10. Assignment**

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

## **11. Subcontracts or Subgrants**

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon

request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.

- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
  1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
  2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
  3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the

subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)

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

## **12. Audit**

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

## **13. Products and Deliverables**

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in

a separate section of such document or written report. (Gov. Code, § 7550(a).)

- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the 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 its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license

shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "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).
- h. As a condition of receiving funding from the California Community Colleges Chancellor's Office, educational materials created using those funds should be made available by the grantee under the Creative Commons Attribution License (CC BY) with the following symbol included.



## 19. Real Property and Equipment

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

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

## **20. Surveys**

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist.

Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

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

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

**22. Termination**

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

the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

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

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

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

### **23. Waiver**

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

### **24. Workers' Compensation Insurance**

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

**25. Law Governing**

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

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

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

**27. Curriculum Development**

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

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for



degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

## **28. Eligibility for Noncitizens**

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

## **29. Nondiscrimination Clause**

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

- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to “the district” shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the “district governing board” shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

### **30. Accessibility for Persons with Disabilities**

- a. By signing this Grant Agreement, Grantee assures the Chancellor’s Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section

508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.

- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

### **31. Drug-Free Workplace Certification**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
1. Receive a copy of the Grantee's drug-free policy statement; and,
  2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

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

### **32. Captions**

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

### **33. Indemnification**

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

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and

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

**34. Independent Status of Grantee**

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

**35. Grant Agreement is Complete**

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

**36. Union Organizing**

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

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

**37. Debarment, Suspension, and Other Responsibility Matters**

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set

forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

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

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4554  
SACRAMENTO, CA 95811-6549  
(916) 445-8752  
<http://www.cccco.edu>



May 28, 2014

**TO:** Project Director

**FROM:** Van Ton-Quinlivan, Vice Chancellor  
Division of Workforce and Economic Development

**SUBJECT:** Addendum to Nursing Education Program Grants  
RFA No.: 14-179, Enrollment Growth for Associate Degree Nursing  
RFA No.: 14-180, Assessment, Remediation and Retention for Associate Degree Nursing

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**Addendum No. 1**

**RFA No. 14-179**

**Enrollment Growth for Associate Degree Nursing Program**

**RFA No. 14-180**

**Assessment, Remediation and Retention for Associate Degree Nursing Program**

The following changes are being made to Articles I and II of the Terms and Conditions:

Article 1, section 3: The following section is added.

3. Application Amendment Requests

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

Article II, section 18: The following subdivision is added.

- h. As a condition of receiving funding from the California Community Colleges Chancellor's Office, educational materials created using those funds should be made available by the grantee under the Creative Commons Attribution License (CC BY) with the following symbol included.

