

REQUEST FOR PROPOSALS

COMMUNITY-BASED ONLINE LEARNING (CBOL)



RFP Specification 08-001

Instructions, Terms and Conditions

Proposal Deadlines:

Letters of intent must be received at the California Virtual Campus by 5:00 p.m. on February 16, 2009.

Complete Proposals must be received at the California Virtual Campus by 5:00 p.m. on March 13, 2009.

Application Deadline Extended for the Northern Sacramento Valley, Central Sierra and Southern Border regions to promote increased interest. The extended deadline is:

Letters of intent must be received by 5:00 p.m. on March 23, 2009.

Complete proposals must be received at the California Virtual Campus by 5:00 p.m. on April 17, 2009.

REQUEST FOR PROPOSALS OVERVIEW

Program Name	Community-Based Online Learning.
Program Description	The Community-Based Online Learning Project provides community-based organizations with high-speed network connectivity to enable partnerships with California Community Colleges to use online teaching and learning materials to improve the quality of life for low-income communities in the 9 economic districts of California.
Sponsoring Entity	California Virtual Campus Project, a California Community Colleges System Project based at the Butte-Glenn Community College District.
Funding Type	Infrastructure/Equipment/Services only.
Type of Support	The support provided through this RFP shall be used to defray one-time and ongoing costs for high-speed internet connectivity (of Community-Based Organizations to the CalREN internet backbone). CVC shall directly compensate technology service providers to establish connectivity. No funds between CBO and CVC shall be exchanged. No funds are available for programmatic costs.
Eligible Organizations	Nonprofit Community-Based Organizations (with 501c3 designation). Letter of support required from California Community College. Organizations must primarily serve low-income community residents.
Proposal Process	Community-Based Organizations apply directly to California Virtual Campus through instructions provided at: http://www.cvc.edu/cbo/
Deadline Dates	Letters of Intent (required): February 16, 2009 Proposals must be received by: March 13, 2009 Award Notifications: March 23, 2009 Extended deadline dated for the Northern Sacramento Valley, Central Sierra and Southern Border regions only. Letters of Intent (required): March 23, 2009 Proposals must be received by: April 17, 2009 Award notifications: April 24, 2009
Contact Information	Adrienne Tackley, Project Manager atackley@cenic.org 916.440.8800 John Whitmer, Project Monitor jwhitmer@cvc.edu 530.554.1528

TABLE OF CONTENTS

REQUEST FOR PROPOSALS OVERVIEW	A
TABLE OF CONTENTS	B
SECTION I	1
INTRODUCTION	1
A. BACKGROUND (CVC)	1
B. NEED	1
C. PURPOSES/USES OF THE FUND	2
D. OBJECTIVES	3
E. CALIFORNIA ECONOMIC REGIONS	4
F. EVALUATION/PERFORMANCE OUTCOMES	4
G. LEGAL TERMS AND CONDITIONS	5
H. INFORMATION	5
SECTION II	6
PROPOSAL INSTRUCTIONS AND EVALUATION CRITERIA	6
A. INTENT	6
B. ELIGIBILITY	6
C. RFP CLARIFICATION	6
D. REJECTION OF PROPOSAL	6
E. PROPOSAL REVIEW PROCESS	7
F. SELECTION OF PROPOSAL READERS	7
G. SCORING CRITERIA	7
H. PROPOSAL INSTRUCTIONS AND DEFINITION OF SCORING CRITERIA	8
I. PROPOSAL SCORING RUBRIC	11
J. NOTIFICATION OF INTENT TO AWARD MOUS	12
K. PROTEST PROCEDURES	12
L. CALENDAR OF KEY DATES	12
WORKS CITED	12
SECTION III: APPENDICES	13
APPENDIX A: MEMORANDUM OF UNDERSTANDING AND ARTICLES I & II	14
APPENDIX B: PROPOSAL FORMS	26
APPENDIX C: SAMPLE ONLINE PROGRAMMATIC RESOURCES	34
APPENDIX D: MAP OF CALIFORNIA ECONOMIC REGIONS	35

SECTION I INTRODUCTION

The ten (10) awards provided through this Request for Proposals (RFP) specification will provide community-based organizations (CBO) with high-speed network connectivity to enable these organizations to form partnerships with California Community Colleges and use online educational resources to improve the quality of life for low-income communities in the 9 economic districts of California. This RFP is issued through the California Virtual Campus Project (CVC), funded through a grant (“Grant”), awarded to Butte-Glenn Community College District (“District”) by the California Community Colleges System Office.

RFP Specification: Number:	08-001
Funding Source:	California Virtual Campus Project, Butte Glenn Community College District
RFP Title:	Community-Based Online Learning (CBOL)
Funding Period:	April 10, 2009 – June 30, 2009: Connectivity established July 1, 2009 - June 30, 2013: Connectivity use fees provided
Grant Performance Timeframe:	July 1, 2009 – June 30, 2013
Maximum Funds Available:	Grant funds high-speed Internet connectivity from Community-Based Organizations to the California Research and Education Network (CalREN) T-1 minimum local speed. No funds will be directly charged or provided to organizations - connectivity charges will be paid directly to system integrator/connectivity provider by the CVC. Total costs for connectivity charges not to exceed \$100,000 annually.
Match Requirement:	None
Number of Awards:	Ten (10)

A. Background (CVC)

The CVC has been in existence for slightly more than ten years. It began under the name of the California Virtual University (CVU) in 1997. Its name changed to the California Virtual Campus in 1999 when the stewardship of the inter-segmental effort was passed to the California Community College system. Its original formation responded to a perceived need for California’s educational institutions to work together in order to maintain California’s leadership role and competitiveness in online education. Through a consolidated online course catalog, CVU gave greater visibility to the online offerings available from California Institutions.

During the past year (2007-08), key individuals across the K20 education segments have expressed interest in a renewed effort to work collaboratively to enhance California’s competitiveness with respect to online teaching/learning. Through SB 1437 (Padilla), the CVC has been authorized to conduct joint programs across educational segments and in partnership with various community-based organizations.

B. Need

Section I: Request for Proposals (RFP) Specification

The recently adopted vision for the California Community Colleges (CCC) is to “provide upward social and economic mobility through a commitment to open access and student success by delivering high quality, affordable, and comprehensive higher education.” (CCC 2006). To achieve this vision, CCCs are open- access institutions, and can be attended by any Californian, regardless of their educational background or other factor. Reaching students underserved by other higher education institutions is a driving priority for the CCC system.

Distance education has provided a means to serve students who are unable to attend college in person due to scheduling conflicts, transportation difficulties, or other barriers. Over the past decade, the number of courses and the amount of course materials delivered over the Internet have grown dramatically. However, this modality of education requires access to a computer and the Internet. Increasingly, the most engaging and effective instructional materials require access to high-speed broadband Internet connections. Many potential CCC students have access to neither computers nor the Internet. The *Californians and Information Technology* Report by the Public Policy Interest Group indicates that while 72% of all Californians report a computer at home and 55% have broadband at home, only 48% of Latinos and 50% of lower income Californians have a computer. Similar discrepancies exist for Internet access; only 34% of Latinos and 33% of households with income below \$40,000 have broadband access at home (Baldassare et. All 2008).

For many of these California residents, CBOs already provide vital services such as job training, after school programs, English language instruction, and other services. While many of these programs have computers, skilled staff, and effective programs, they do not always have access to high speed broadband connectivity and are therefore unable to access the full range of multimedia training and services currently available for their clients. Many CBOs are also unaware of the online programs and curricular materials offered by CCCs. These materials and resources offered by the CCCs often support the missions of many CBOs. In addition, this partnership allows CCCs to tap into a population that is often unaware of the services they offer. The Grant provides for high speed broadband connectivity to CBOs, with the goal of expanding access to online courses and adoption of online course materials for underserved California residents.

C. Purposes/Uses of the Fund

The awards provided pursuant to this RFP will provide for the initial setup and recurring costs for high speed Internet connectivity for the period April 10, 2009 – June 30, 2013. Proposers may request any of the following connection speeds:

Connection	Transmission data rate
DS-1 (Tier 1)	1.544 Mbit/s
E-1 (Tier 2)	2.048 Mbit/s
DS-3 (Tier 3)	44.736 Mbit/s
OC-3	155.52 Mbit/s

The connectivity speed requested must be justified in the proposal, in both the Need and Procedures/Activities sections. This justification will be a significant criteria in the ranking of proposals. Given the limited funds available, it is likely that most services provided pursuant to the awards will be at the DS-1 connection speed.

In addition to these connectivity speeds, the awards shall provide for connection into the California Research and Education Network (CalREN) (<http://www.cenic.org/calren/>). This network between K20 education providers provides unique education resources and technology services that are not available to the commercial internet, such as CalREN video services, data repositories, and simulations.

Section I: Request for Proposals (RFP) Specification

This connectivity and CalREN access enables the integration of network-enabled resources into programs. For example, live videoconferencing, streaming video and multimedia applications, science and engineering simulations, online teaching and learning materials, and Web 2.0 tools, among others.

For a list of potential resources with contact information, see: Appendix C, Sample Online Programmatic Resources, also posted online at: <http://www.cvc.edu/cbo/>

D. Objectives

CVC's overall objective is to provide a rich array of high-quality online resources, infrastructure tools and student support services for K12 schools, community colleges, universities, and community-based organizations. These services will be accessible to California educators (both formal and informal) teaching face-to-face and online courses. The CVC will enhance student access to online instruction and services for both academic and career success, fostering the development of lifelong learners.

The objectives of this RFP are as follows:

1. **Address one or more of the following three goals defined in the California Community Colleges System Strategic Plan.** Programs enabled through this RFP should provide opportunities for youth and/or adults to reach one or more of the following goals:

Goal A: College Awareness and Access

Expanded outreach to a growing population is critical to the development of the educated and talented workforce California needs to remain a competitive economic leader. Community Colleges will ensure that Californians of any race, sex, age, color, ethnicity, economic means, and national origin have access to a college education and all the lifelong benefits that come with it.

Goal B: Student Success and Readiness

Readiness programs and services must be strengthened to increase student success, especially for students lacking basic math and/or English skills. In addition, there must be greater consistency between high school curriculum, assessments, and standards, and those of the Colleges. This strategic goal will address the transfer process, career pathway models, and the collaboration between the Colleges and their own noncredit programs.

Goal C: Partnership for Economic and Workforce Development

Career training geared toward students who are seeking to learn a trade or skill has long been a mission of the Community Colleges. With high growth and emerging fields as the backbone of California's economy, a skilled labor pool is necessary to meet employer needs and ensure California's long-term economic vitality. Through workforce training, the Colleges play a critical role in the state's economic development efforts.

For more information on these goals, see:

<http://strategicplan.cccco.edu/Home/tabid/36/Default.aspx>

2. **Use high-bandwidth Internet connectivity (as defined above in "Purposes/Use of the Fund" above) to enhance existing programs or create innovative programs and services.** Programs should leverage already-existing investments in online learning

Section I: Request for Proposals (RFP) Specification

curriculum and programmatic materials made by educational institutions, foundations, nonprofit organizations, and other agencies.

E. California Economic Regions

The ten (10) awards to be provided through this RFP shall include at least one (1) CBO in each of the nine economic regions of the state, **and provide services to residents of that region. These regions are** defined by the California Economic Strategy panel (CESP 2006) and are organized by county as follows (map of regions posted in Appendix D).

<p>Northern California Del Norte Humboldt Lake Lassen Mendocino Modoc Nevada Plumas Sierra Siskiyou Trinity</p>	<p>San Joaquin Valley Fresno Kern Kings Madera Merced San Joaquin Stanislaus Tulare</p>
<p>Northern Sacramento Valley Butte Colusa Glenn Shasta Tehama</p>	<p>Central Coast Monterey San Luis Obispo Santa Barbara</p>
<p>Greater Sacramento El Dorado Placer Sacramento Sutter Yolo Yuba</p>	<p>Central Sierra Alpine Amador Calaveras Inyo Mariposa Mono Tuolumne</p>
<p>Bay Area Alameda Contra Costa Marin Napa San Benito San Francisco San Mateo Santa Clara Santa Cruz Solano Sonoma</p>	<p>Southern California Los Angeles Orange Riverside San Bernardino Ventura</p>
	<p>Southern Border Imperial San Diego</p>

F. Evaluation/Performance Outcomes

Section I: Request for Proposals (RFP) Specification

The CBO will be required to submit a mid-year progress report on January 10 and an annual report on June 30 of each year. The first progress report shall be due January 10, 2010. The CBO will be provided with templates specifying the information and format for each of these reports.

Ongoing contact with the Project Monitor will be required. The project may also be subject to a formal site visit(s) during the period of performance. The CBO shall provide evidence of progress before seeking additional funding in succeeding years. Continued funding is contingent upon the approved completion of the prior year's objectives and the submittal of a new annual workplan. The first new workplan will be due July 1, 2010.

G. Legal Terms and Conditions

The legal terms and conditions contained in the sample Memorandum of Understanding (MOU), Article I and Article II, which are attached to this RFP as Exhibit A, will be incorporated into the MOUs awarded under this RFP.

H. Information

If you have any questions or need more information regarding this RFP, please contact Adrienne Tackley, Project Manager by telephone at (916) 440-8800, email at atackley@cenic.org, or by U.S. mail at CENIC, 1415 L Street, Suite 870, Sacramento, CA 95814.

SECTION II PROPOSAL INSTRUCTIONS AND EVALUATION CRITERIA

A. Intent

Section II contains instructions, procedures, formats, and timelines for submitting a project Proposal to the California Virtual Campus. It has been developed with the intent of establishing transparent and consistent practices and procedures for the submission, evaluation, and allocation of projects administered through this organization.

Proposals should be submitted utilizing the format and sequence described in these Proposal Instructions and fully address the RFP Specification.

B. Eligibility

Community-Based Organizations (CBOs) are eligible to apply. CBOs must have received tax-exempt status from the Internal Revenue Service under section 501c3. While organizational missions may be diverse, the general goal of CBOs will be to improve the quality of life for low-income residents of a California community. Organizations must provide services to residents of their local community.

This RFP includes a required letter of intent that must be submitted by the interested CBOs by February 16, 2009. **The deadline for submitting a letter of intent for community-based organizations in the Northern Sacramento Valley, Central Sierra and Southern Border regions has been extended to March 23, 2009.** All entities that submit this letter may apply for the full grant; **an invitation to apply is not required.**

Requirements for the letter of intent are provided in Appendix B and are also posted to the RFP website at <http://www.cvc.edu/cbol/>

A letter of support from a California Community College is required in the RFP submission. The supporting college may be located in the immediate vicinity of the CBO or may be located in a different region of California. The letter should detail the specific support the Community College will provide, including, but not limited to: instructors or counselors, curricular materials, participant recruitment assistance, participant follow-on activities/courses, and guidance in program development.

A sample letter of support is provided in Appendix B.

C. RFP Clarification

If any ambiguity, conflict, discrepancy, omission, or other error in this RFP is discovered, immediately notify John Whitmer, Project Monitor or Doug Cremer, Executive Director, California Community Colleges Technology Center, by telephone at (530) 518-9784 or email at cremerdo@cccnext.net 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 RFP, without divulging the source of the request. Insofar as practical, the CVC will give such notice to other interested parties, but the CVC shall not be responsible for failure to do so.

D. Rejection of Proposal

The CVC Reserves the Right to Reject Any and All Proposals Received.

A proposal shall be rejected prior to scoring if:

1. It is received at any time after than the exact time and date set for receipt of proposals.
2. The proposal fails to meet the requirements of the RFP Specification; or

Section II: Proposal Instructions and Evaluation Criteria

3. The proposal contains false or misleading statements or references, which do not support an attribute or condition, contended by the proposer. The proposal shall be rejected if, in the opinion of the CVC, such information was intended to erroneously and fallaciously mislead the CVC in its evaluation of the Proposal and the attribute, condition, or capability of a requirement of this RFP.

E. Proposal Review Process

This section is intended to help the proposers understand the processes, criteria, and scoring systems that will be applied in determining which proposals are recommended for award.

To ensure a fair and impartial award process, the CVC will perform the following procedures:

1. Conduct a preliminary review of the proposals to determine if they are in compliance with the RFP Specification; proposal format; required signatures; and the number of copies.
2. Convene a selection committee (as described in Section G below) to rank proposals. All proposals achieving at least 75 points are eligible for award. An eligible score of 75 points does not guarantee an award. Proposals will be separated by Economic Region, and scores will be ranked in descending order within the Economic Region.
3. Prepare and post notice of intent to award MOUs under this RFP. This notice will include the scoring and ranking results of all proposals received. This notice will be posted on the Web site http://www.cvc.edu/cbo_selection by March 23, 2009. **The notice for proposals from the Central Sierra and Southern Border regions will be posted by April 24, 2009.**

F. Selection of Proposal Readers

The Director of the CVC will convene a six-member selection committee with the following members, in compliance with the SB 1437 Section 78910.15.3B. The selected readers and alternates will then use the criteria and scoring processes set out below to score and rank proposals.

1. Two representatives of community-based organizations appointed by the Chancellor of the California Community Colleges.
2. One community college representative appointed by the Chancellor of the California Community Colleges.
3. One representative from a K-12 school district appointed by the Superintendent of Public Instruction.
4. One representative from the California State University appointed by the Chancellor of the California State University system.
5. One representative appointed by the California Emerging Technologies Fund Committee.

G. Scoring Criteria

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

Area	Total
Need (Statement of the Problem)	15
Objectives	15
Procedures/Activities	15
Innovation	10
Organizational / Institutional Support	10
Prior Program Experience and Accomplishments	10
Program Evaluation	10
Scalability and Sustainability	15
TOTAL	100

Section II: Proposal Instructions and Evaluation Criteria

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

Criterion Value	5 PT	10 PT	15 PT
Insufficient	0-1	0-2	0-3
Below Expectation	2	3-4	4-6
Meets Expectation	3	5-6	7-9
Exceeds Expectation	4	7-8	10-12
Exceptional	5	9-10	13-15

H. Proposal Instructions and Definition of Scoring Criteria

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

For all proposal documents, use Arial font with a typeface of 10 point or above, margins of at least 1 inch on each side. Any document that does not follow this format will be deemed ineligible and will be returned without review.

1. Contact Page (Complete using form provided in Appendix B)

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

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

3. Table of Contents

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

4. Need

Maximum Points—15

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

Concisely describes the problem being addressed and/or the need for the project and how it addresses K-20 education priorities as described in Section 1: Objectives. Address how program will serve members of low-income and underserved communities (as defined by paragraph (2) of subdivision (c) of Section 280.5 of the Public Utilities Code). Problem must clearly identify need for bandwidth level requested.

In addition, and in accordance with the RFP Specification, proposers should further describe the following:

- Scope of problem being addressed: local, regional and/or statewide; and
- Target group(s) - populations to be served; and
- Technical requirements justifying bandwidth level requested

6. Proposal Annual Work Plan (*Form provided in Appendix B*)

a. Objectives

Maximum Points—15

Section II: Proposal Instructions and Evaluation Criteria

1. The proposer's statement of objectives should be itemized, numbered, and stated in measurable terms. The statement of objectives should be performance driven (quantifiable).

Example: Eighty percent (80%) of the 20 students completing the Online Math Career Resources after-school program will increase their math skills level by one grade and master two core competencies in mathematics.

Example: Seventy percent (70%) of the 20 students enrolled in the Meeting your Mentor Videoconferencing Workshop will demonstrate increased interest in professional careers as evidenced through pre/post workshop evaluations.

2. All proposers must indicate how the statement of objectives addresses educational priorities and specifications of the RFP in Section I: Objectives. Special attention should be given to reaching members of low-income and underserved communities.
3. The objectives provide the foundation for developing programmatic activities that address the problem described and are the basis for measuring performance outcomes. The objectives should also be reflected in the annual work plan and be linked with procedures / activities and performance outcomes of the annual work plan.

b. Procedures/Activities

Maximum Points—15

1. This RFP identifies the focus of the proposals. Under this section of the proposal describe the proposed solutions to be employed to address the described need and/or problem. The proposer should further describe the following:

Educational goals, methodology, and curriculum; and

- Utilization of internet bandwidth; and
- Short and long-term benefits to target population; and
- Program impact on RFP funding priorities.

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

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

3. Project and Organizational Distinction

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

a. Innovation

Maximum Points—10

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

1. Under this section of the Proposal, describe how the proposed solutions will provide an advance beyond current solutions to the problem identified, programs, activities, and/or uses of technology.

b. Organization and Institutional Support

Maximum Points—10

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

Section II: Proposal Instructions and Evaluation Criteria

1. Under this section of the Proposal, describe the program support, technical support, and commitments from Community Colleges that will participate in the proposed solution. This section should demonstrate the ability of the proposing organization to create and deliver the programs described, maintain the non-network technology, and collaboratively work with a community college.

The required Community College letter of support (described in “Eligibility” above) will be evaluated in this section.

The proposer should further describe the following:

- Specific personnel whom shall administer and participate in the program
- Existing programmatic resources used in program (curriculum, online learning materials, etc.)
- Technology that will be used to deliver program (computer resources for participants, internal networking and network support. Etc

c. Previous Program Experience and Accomplishments Maximum Points—10
(Use a Narrative Format, Form not provided in Appendix B)

1. Under this section of the Proposal, describe prior programs and activities that meet similar goals for low-income and underserved community members. Include specific examples of ability to plan, organize, and execute similar programs.

If appropriate, include examples using information technology to achieve program goals. The proposer should further describe the following:

- Specific outcomes reached and goals; and
- Curricular materials developed and/or used; and
- Program development support provided; and
- Technology solutions used (if applicable)

d. Program Evaluation Maximum Points—15
(Use a Narrative Format, Form not provided in Appendix B)

1. Describe how your program activities will be evaluated to determine if goals have been reached.
2. All evaluation activities must be linked with objectives and procedures/activities.
3. Explain how the outcomes will benefit one or more of the following: community; region(s); and/or state.

e. Scalability and Sustainability Maximum Points—5

1. Prepare a statement of how the proposed program could be broadened to reach a larger audience. Include descriptions of how the program will be disseminated, partnerships with other organizations, or other means to broaden the impact of the program beyond the immediate program participants.
2. Prepare a statement of how the program could be funded beyond the initial program period.

Section II: Proposal Instructions and Evaluation Criteria

I. Proposal Scoring Rubric

	Insufficient	Below Expectation	Meets Expectation	Exceeds Expectation	Exceptional
Need (Statement of the Problem)	Does not address objectives or apply connectivity to problem, does not target low-income or undeserved populations	Addresses objectives, does not apply connectivity to problem, targets low-income or undeserved populations	Addresses area in objectives, applies connectivity to problem, targets low-income or undeserved populations	Directly impacts objective(s), applies new connectivity to problem, targets low-income or undeserved populations, broad in scope	Clearly and directly impacts multiple areas of solicitation objectives, insightful application of connectivity, targets low-income or undeserved populations, broad in scope
Objectives	Objectives are not provided or are not reasonable given program scope	Objectives are not provided for all areas of program, and/or are not reasonable given program scope	Objectives are provided for most major outcome areas, and are reasonable expectations given program scope	Objectives are provided for all major outcome areas, address multiple areas of program and are reasonable expectations given program scope	Objectives are provided for all major program aspects, well-detailed and comprehensive, address multiple areas of program, and metrics are reasonable expectations given program scope
Procedures / Activities	Activities are not clear and/or show little potential, insufficient detail, or appear unfeasible	Procedures describe program that shows low potential, have insufficient detail, and are feasible	Procedures describe good program, have moderate level of detail, and are feasible	Procedures clearly describe potentially high-impact program, have good detail, and are feasible	Procedures clearly describe potentially high-impact program, are well-detailed and logical, and are feasible
Innovation	Program does not show innovation	Program shows little innovation beyond current programmatic activities and/or use of technology	Program shows some innovation beyond current programmatic activities and/or use of technology	Program shows dramatic innovation beyond current programmatic activities and/or use of technology	Program shows dramatic innovation beyond current programmatic activities and use of technology
Organizational / Institutional Support	Support insufficient or not described	Insufficient support from CBO and/or Community College, participating personnel and other resources not specified	Support provided from CBO and Community College, participating personnel and other resources identified	Support provided from CBO and Community College, participating personnel and other resources identified and are qualified to support program activities	Significant support from CBO and Community College, participating personnel and other resources identified and are qualified to support program activities
Prior Program Experience and Accomplishments	Do not have significant prior programs and/or programs do not provide basis from which proposed program can draw	Programs do not have significant impact, provide limited models or resources that can be used in this program	Programs describe moderate levels of impact, provide limited models or resources that can be used in this program	Programs describe moderate levels of impact, demonstrate ability plan and execute similar programs, provide models and resources that can be used in this program	Programs describe high levels of impact, demonstrate ability to plan and execute similar programs, provide models and resources that can be used in this program
Program Evaluation	Evaluation is poorly defined or is insufficient for objectives	Evaluation is insufficiently defined or covers limited objectives	Evaluation is well-defined and covers many objectives	Evaluation is well-defined and covers most objectives; uses multiple measures	Evaluation is well-defined and comprehensively covers all aspects of objectives; uses multiple measures
Scalability and Sustainability	Measures for expansion and sustainability are unrealistic or insufficiently defined	Measures for expansion and sustainability are not well defined	Measures for expansion and sustainability are defined	Program is structured to enable scaling to larger organizations, measures for expansion and sustainability are defined	Program is structured to enable adoption by other organizations, measures for expansion and sustainability are defined and are realistic

Section II: Proposal Instructions and Evaluation Criteria

J. Notification of Intent to Award

Notifications of intent to award will be sent to the respective CBOs representative indicating whether or not their proposal was selected for an award. CVC staff will negotiate a MOU on the specific scope of work and timeline for each awarded proposal. A public notification listing the tentative awards will be posted on the CVC Web site.

Note: All questions regarding this notice for tentative awards should be addressed to John Whitmer, Project Monitor.

K. Protest Procedures

Proposers may file a letter of protest against the award. The protest must be filed with Doug Cremer Executive Director, California Community Colleges Technology Center, by email at cremerdo@butte.edu Butte College or by U.S. mail to California Virtual Campus, Butte-Glenn Community College District, 3536 Butte Campus Drive, Oroville, CA 95965, **within ten (10) days from the date of notification**. The protest must include a full and complete written statement specifying the grounds of protest and must be based on the process and/or procedures used in the review and recommendation of Proposals for awards. The Executive Director shall review all the information submitted with regard to the protest and render a decision regarding the protest within thirty (30) calendar days. The decision of the Executive Director shall be final.

L. Calendar of Key Dates

February 16, 2009	Letter of Intent Due Date
March 13, 2009	Full Proposal Due Date (all organizations submitting letter of intent may submit proposal)
March 17-20, 2009	Proposal Reading
March 23, 2009	Intent to Award and Notification, Website Post
April 7, 2009	Last Day to File a Protest
Extended Deadline Dates for the Northern Sacramento Valley, Central Sierra and Southern Border Regions	
March 23, 2009	Letter of Intent Due Date
April 17, 2009	Full Proposal Due Date (all organizations submitting letter of intent may submit proposal)
April 20-23, 2009	Proposal Reading
April 24, 2009	Intent to Award and Notification, Website Post
May 11, 2009	Last Day to File a Protest
April 9, 2009-June 30, 2009	Connectivity Established to Successful CBOs
July 1, 2009	MOU Performance Commencement Date
January 10, 2010	Year 1 Progress Report Due
May 31, 2010	Year 1 Project Completion Date
June 30, 2010	Year 1 Annual Report Due
July 1, 2010	Year 2 Workplan Due

Works Cited

Baldassare, Mark et. all. Californians & Information Technology. San Francisco, 2008.

California Community Colleges System Strategic Plan Steering Committee and MIG. California Community Colleges System Strategic Plan: Education and the Economy: Shaping California's Future Today. Sacramento, 2006.

CESP (California Economic Strategy Panel). California Economic Strategy Panel Regions. 23 December 2008 <www.labor.ca.gov/panel/pdf/CESP_Regions_100606.pdf.



Appendix A

Memorandum of Understanding

Article I: Community-Based Online Learning Program-Specific Legal Terms and Conditions

Article II: Standard Legal Terms and Conditions



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the Butte-Glenn Community College District ("District"), on behalf of its sponsored program the California Virtual Campus ("CVC"), and _____, a community-based organization ("CBO").

WHEREAS, District has received prime funding from the California Community Colleges Chancellor's Office ("Granting Agency") for the purpose of performing work for the project entitled "California Virtual Campus" and funded under Grant Number 05-008-001 ("Grant"); and

WHEREAS, District is authorized and desires to enter into a MOU for the purpose described herein under the Grant; and

WHEREAS, CBO has expressed a willingness to enter into this MOU for the purpose described herein, and is specifically qualified and equipped to perform the work and/or services herein described in the manner contemplated herein; and

NOW THEREFORE, in consideration of the promises contained in this MOU, the parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to define the roles and responsibilities of the parties as it relates to the provision of high-speed Internet connectivity to community-based organizations to deliver online programs and services to their constituents.
2. **COMMON OBJECTIVE.** The parties to this MOU have the common overall objective of using high-speed network connectivity and online educational resources to enable community-based organizations to form partnerships with California Community Colleges and offer programs and services that improve the quality of life for low-income community residents in the nine (9) economic districts of California.
3. **JOINT RESPONSIBILITIES.** None.
4. **RESPONSIBILITIES OF DISTRICT.** District agrees to perform the following activities and provide the following resources: directly fund the initial setup and ongoing costs for high-speed Internet connectivity for CBO to the California Research and Education Network (CalREN). Speed shall be specified in the initial award notification, at a minimum speed of T-1/1.54MB/S.
5. **RESPONSIBILITIES OF CBO.** CBO agrees to perform the following activities and provide the following resources: perform the services and activities as specified in the Annual Work Plan and Performance Indicators, attached to this MOU as Exhibit A and incorporated by reference herein.
6. **TERM OF MOU.** This MOU will become effective on DATE, and will remain in effect until DATE, unless terminated earlier in accordance with this MOU.
7. **TERMINATION.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.
8. **PAYMENT.** No payment shall be made to, or no reimbursement will be sought by, either party by the other party as a result of this MOU. District shall directly pay the costs for Internet connectivity, ongoing access charges, and technical support required for connectivity to CBO and programmatic support.
9. **GENERAL PROVISIONS**
 - A. **AMENDMENTS.** This MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.
 - B. **FUNDS UNAVAILABLE.** This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided. In the event termination is pursuant to this paragraph, a notice specifying reason for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in the Termination paragraph of this MOU.

- C. INDEMNIFICATION. To the fullest extent permitted by law, CBO shall defend, indemnify, and hold harmless District, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of CBO, its agents, employees, or subcontractors in the performance of this MOU.
- D. ENTIRETY OF AGREEMENT. This MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.
- E. APPLICABLE LAW. This MOU shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
- F. RESOLUTION OF DISPUTES. The parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this MOU.
- G. SEVERABILITY. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
- H. TERMS AND CONDITIONS. The parties to this MOU acknowledge that they have read and understood this MOU completely, and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

NAME OF CBO

By: _____
(Signature of person authorized to execute Agreement.)
Name: _____
Title: _____
Address: _____
Phone No.: _____
Date: _____

DISTRICT

By: _____
(Signature of person authorized to execute Agreement.)
Name: _____
Title: _____
Date: _____

Recommended By:
Signature: _____
Name: _____
Title: _____
Phone No.: _____
Date: _____

MEMORANDUM OF UNDERSTANDING
ARTICLE I

Community-Based Online Learning
Program-Specific Legal Terms and Conditions

1. Cost and Payments

In consideration of satisfactory performance of work plan described in the CBOs proposal, the Butte-Glenn Community College District (hereinafter District) agrees to provide Internet connectivity services to the CBO.

2. Project Activity Changes

Project activity changes or amendments involving an extension of time are subject to applicable program limitations, but in no event may any such project changes or amendments permit usage of connectivity after June 30th of the second year following the period for which the funds were appropriated.

- CBO may make changes to any project activities without the approval of the Project Monitor so long as the outcomes of the Award will not be materially affected.
- Award amendments are required for project activity changes if the outcome of the Award is materially affected. The request for such changes should include a letter of justification; three copies of a revised Project Workplan, and any other Proposal documents which will be affected as a result of this, all of which have been signed by the Executive Director or his/her designee, in an ink color other than black.
- The amendment request should be mailed to the Project Monitor. CBO will be notified if the request is approved or if additional information is required. In any event, the CBO shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new project activity changes.

3. Reporting

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

One original and one copy of a Progress/Year to Date Expenditure Report	January 10, 2010
Award Renewal Request	February 27, 2010
One original and two copies of a Final Report and Final Expenditure Report	June 30, 2010

MEMORANDUM OF UNDERSTANDING

ARTICLE II

Standard Legal Terms and Conditions

1. Work to be Performed

The CBO shall complete the tasks described in the CBO's proposal.

CBO 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 Award Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Award.

2. Amendments

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

No amendment may permit usage of Award resources after June 30th of the second year following the period for which the funds were appropriated.

3. Unenforceable Provision

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

4. Dispute

In the event of a dispute, CBO agrees to file a "Notice of Dispute" with the Butte-Glenn Community College District, within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director, Butte Center for Research and Technology or his or her designee shall meet with the CBO, and the Project Monitor for purposes of resolving the dispute. The decision of the Executive Director shall be final.

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

Contractor shall continue with the responsibilities under this MOU 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 District

shall be addressed to the Project Monitor at Butte-Glenn Community College District, 3536 Butte Campus Drive, Oroville, CA. Notices to be sent to the CBO shall be addressed to the Project Director at the CBO's address as specified on the face sheet of this MOU. 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 Award, 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 CBO on the face sheet of the Award, and the key personnel are identified in the proposal. The CBO may change the Project Director or other key personnel, but the CBO shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the District on the face sheet of the Award. 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 District may change the Project Monitor by written notice sent to the CBO.

9. Budget Concerns

- a. It is mutually understood between the parties that this Award 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 Award 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 MOU does not appropriate sufficient funds for the program, this Award shall have no force and effect. In this event, the District shall have no liability to pay any funds whatsoever to CBO or to furnish any consideration under this Award and CBO shall not be obligated to perform any provisions of this Award.
- c. In addition, this Award 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 Award in any manner. The parties hereby agree that the District will notify CBO of any such changes affecting the terms of this Award, but need not execute an amendment to modify the Award.

10. Assignment

CBO may not transfer by assignment or novation the performance of this MOU or any part thereof except with the prior written approval of the Project Monitor. Nor may CBO, without the prior written consent of the Project Monitor, assign any other right that CBO may have under this MOU. 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. Audit

CBO agrees that the District, 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 MOU. CBO 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. CBO 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, CBO agrees to include a similar right of the District, or their designated representative(s) to audit records and interview staff in any subcontract or subaward related to performance of this MOU.

13. Products and Deliverables

- a. Each deliverable to be provided under this Award shall be submitted to and approved by the Project Monitor.
- b. Any document or written report prepared, in whole or in part by CBO, or its subcontractors or subawardees, shall contain the Award number and dollar amount of the Award and subcontracts or subawards relating to the preparation of such document or written report. The Award and subcontract or subaward 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 Award, the disclosure section must also contain a statement indicating that the total Award amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Award or its subcontracts in whole or in part shall reference the California Virtual Campus, California Community Colleges and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Virtual Campus, California Community Colleges."

14. Standards of Conduct

CBO hereby assures that, in administering this Award, 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 Award and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the CBO in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Award will be administered in an impartial manner, free from personal, financial, or political gain. The CBO, and its officers and employees, in administering the Award, 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 CBO, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subawards or in educational or employment opportunities funded by this Award.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Award, officers and employees of the CBO 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. CBO 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 MOU shall have any personal financial interest or benefit which either directly or indirectly arises from this Award. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. CBO 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 CBO, 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 CBO or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Award funds will be used solely for purposes allowed under this MOU.
 4. The governing board may not authorize the award of any subcontract or subaward funded by this Award, if that contract, subcontract or subaward 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 District employees, in administering this Award, officers and employees of the CBO 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 District employees.

15. Time Is of the Essence

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

16. Surveys

If this Award involves a survey of community college faculty, staff, students, or administrators, CBO 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 CBO from the District or another source.

17 Work by District Personnel

- a. District staff will be permitted to work side by side with CBO's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, District staff will be given access to all data, working papers, subcontracts, etc., which CBO may seek to utilize.
- b. CBO will not be permitted to utilize District personnel for the performance of services which are the responsibility of CBO 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 CBO for the services of District employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

18. Termination

- a. Termination Option. Either party may at its option terminate this Award 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 District shall pay CBO for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of CBO have been avoided, but not in excess of the maximum payable under the Award as specified on the MOU. In such event, CBO agrees to relinquish possession of equipment purchased for this project to the District or CBO may, with approval of the District, 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 Award, the District may, without any prejudice to any of its other legal remedies, terminate this Award upon five (5) days' written notice to the CBO. In the event of such termination the District may select a new CBO to proceed with the work in any manner deemed proper by the District. The cost to the District of having the project completed by another CBO shall be deducted from any sum due CBO under this Award, and the balance, if any, shall be paid to CBO upon demand. Whether or not the District elects to proceed with the project, the District shall

pay CBO only the reasonable value of the services theretofore rendered by CBO as may be agreed upon by the parties or determined by a court of law.

- c. **Gratuities.** The District may, by written notice to CBO, terminate the right of CBO to proceed under this Award 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 CBO or any agent or representative of CBO to any officer or employee of the District with a view toward securing a Award or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such Award.

In the event this Award is terminated as provided herein, the District shall be entitled to (1) pursue the same remedies against CBO as it could pursue in the event of the breach of the Award by the CBO, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by CBO 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 Award.

19. Waiver

No waiver of any breach of this Award shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Award shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the District to enforce at any time any of the provisions of this MOU, or to require at any time performance by CBO 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 MOU or any part thereof or the right of District to thereafter enforce each and every such provision.

20. Workers' Compensation Insurance

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

21. Law Governing

It is understood and agreed that this Award shall be governed by the laws of the State of California both as to interpretation and performance.

22. Participation in Award-Funded Activities

- a. During the performance of this Award, CBO and its subcontractors or subawardees 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 Award on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.
- b. Programs funded by this Award 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 Award, 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 District may, by written approval of the Chancellor, Award an exception to the requirements of this paragraph where CBO 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.

23. Eligibility for Noncitizens

Funds provided under this Award 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). CBO certifies that all of its employees and/or subcontractors or subawardees are qualified pursuant to these provisions.

24. Nondiscrimination Clause

- a. During the performance of this Award, BO and its subcontractors or subawardees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. CBO and subcontractors or subawardees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. CBO and its subcontractors or subawardees 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 MOU by reference and made a part hereof as if set forth in full.

25. Accessibility for Persons with Disabilities

- a. By signing this MOU, CBO 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. CBO shall, upon request by any person, make any materials produced with Award funds available in braille, large print, electronic text, or other appropriate alternate format. CBO 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 CBO, whether purchased, leased or provided under some other arrangement for use in connection with this Award, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. CBO shall respond, and shall require its subcontractors and subawardees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f. CBO and its subcontractors and subawardees 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. CBO shall incorporate the requirements of this section into all subcontract or subaward agreements to perform work under this Award.

26. Drug-Free Workplace Certification

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

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

1. Receive a copy of the CBO's drug-free policy statement; and,
2. Agree to abide by the terms of the CBO's policy statement as a condition of employment on the Award.

27. Captions

The clause headings appearing in this MOU 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.

28. Indemnification

CBO agrees to indemnify, defend and save harmless the District, 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, subawardees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Award, 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 CBO in the performance of this Award.

29. Independent Status of CBO

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

30. MOU is Complete

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



Appendix B

Proposal Forms

Letter of Intent Requirements

Contact Page

Application Abstract (Narrative)

Proposal Annual Work Plan and Performance Indicators w/Instructions

Sample Community College Letter of Support

LETTER OF INTENT REQUIREMENTS COMMUNITY-BASED ONLINE LEARNING (CBOL) GRANT

Due: Monday, February 16, 2009

**Extended Deadline for Northern Sacramento Valley, Central Sierra and Southern Border Regions:
March 23, 2009**

A letter of intent is required for all organizations that will submit a proposal. Please note that all organizations that submit a letter of intent may submit a full proposal, an invitation to apply is not required.

When submitting your letter, please include the following:

- Letter should be on the letterhead of the submitting community-based organization
- Project title
- Brief project description (not to exceed 100 words)
- Contact Information for CVC Inquiries and Alternate point of contact
- Name of the California region of the submitting organization (see attached)
- Connection Speed requested (see below)

Connection	Transmission data rate
DS-1 (Tier 1)	1.544 Mbit/s
E-1 (Tier 2)	2.048 Mbit/s
DS-3 (Tier 3)	44.736 Mbit/s
OC-3	155.52 Mbit/s

Please submit letters of intent by email or U.S. Mail to:

Adrienne Tackley
Project Manager
Email: atackley@cenic.org
Address: 1415 L Street, Suite 870, Sacramento, CA 95814
Phone (916) 440-8800

Butte Glenn Community College District

Organization: _____

Region: _____

RFP Number: 08-001

CONTACT PAGE

TO BE COMPLETED BY DISTRICT	
MOU No.:	08-001
Proposal ID No.:	_____
Funding Status:	_____
Fiscal Year:	_____

Funding Source(s): _____

Project Title: _____

Institution: _____

Address: _____

City: _____ State: _____ Zip+4: _____

Executive Director (or authorized Designee)	
Name: _____	Title: _____
Signature: _____	Date: _____
Phone: (____) _____	Fax: (____) _____ E-Mail Address: _____
Project Director	
Name: _____	Title: _____
Signature: _____	Date: _____
Phone: (____) _____	Fax: (____) _____ E-Mail Address: _____
Business Manager	
Name: _____	Title: _____
Signature: _____	Date: _____
Phone: (____) _____	Fax: (____) _____ E-Mail Address: _____
Proposal Writer	
Name: _____	Title: _____
Signature: _____	Date: _____
Phone: (____) _____	Fax: (____) _____ E-Mail Address: _____

Appendix B – Proposal Forms

Proposal Abstract (Narrative):

Butte Glenn Community College District

Organization: _____

Region: _____

RFP Number: _____ 08-001

ANNUAL WORK PLAN (ONE OBJECTIVE PER PAGE)

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

Instructions for Completing the Annual Work Plan and Performance Indicators

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

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

Objectives

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

Procedures/Activities

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

Performance/Outcomes

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

Timelines

Identify the start date and the ending date for each activity listed. *Example: 7/1/09-8/31/09.*

Responsible Person(s)

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

**Community-Based Online Learning Grant
DRAFT LETTER OF SUPPORT FROM A CALIFORNIA COMMUNITY COLLEGE**

(California Community College Letterhead)

(date)

Adrienne Tackley
Project Manager
Community-Based Online Learning
Request for Proposals
c/o CENIC
1415 L Street, Suite 870
Sacramento, CA, 95814

Dear Mrs. Tackley,

I'm writing on behalf of *(add the name of the CA Community College)* to express our support for the proposal entitled *(add the name of the proposal)* being submitted by *(add the name of the community-based organization)* to the California Virtual Campus.

Provide a brief description of the project, including the specific contributions that will be made by the community college, and how this partnership will increase the capacity of each organization to improve the quality of life for low-income communities.

We look forward to the opportunity to support this important project.

Sincerely,

(add name, title, and contact information)

Appendix C: Sample online programmatic resources

In writing your proposal, we recommend that you partner with colleges or programs that have already developed online resources to serve low-income community residents. The following programs are examples of potential services that you could partner with for your proposal:

Title	Description	Contact
CAHSEE – Stepping Into your Future	Highly interactive, research based online instructional resources and optional online instruction to support improved student performance in English and Mathematics portions of the California High School Exit Exam.	Web: http://www.cahseesteps.net/ Pam Thompson Email: thompsonpa@cccnext.net Phone: (530) 474-5089
California Accelerated Pathways	Online courses for high school students that are equivalent to advanced placement courses. Benefits include transferrable college credit, high school credit by most schools (with prior approval), and a bonus grade point from high schools.	Web: http://www.cvc.edu/students/cap Los Angeles Trade Technical College Linda Delzeit-McIntyre Email: DelzeitL@lattc.edu Phone: (213) 763-3733
CVC Online Course Catalog	A catalog of online courses and programs offered by colleges and universities across California.	Web: http://www.cvc.edu/students/ California Virtual Campus Raquel Rios Email: rrios@cvc.edu Phone: (530) 879-4085
USA Learns!	Free ESL instructional program developed primarily for immigrant adults with limited English language skills. The site offers practice activities in listening, reading, writing and speaking skills as well as life skills necessary for success at work and in the community.	Web: http://www.usalearns.org Sacramento County Office of Education Email: help@usalearns.org

Appendix D

Map of California Economic Regions

California Economic Strategy Panel Regions



CALIFORNIA ECONOMIC STRATEGY PANEL REGIONS

<p>Northern California Del Norte Humboldt Lake Lassen Mendocino Modoc Nevada Plumas Sierra Siskiyou Trinity</p>	<p>San Joaquin Valley Fresno Kern Kings Madera Merced San Joaquin Stanislaus Tulare</p>
<p>Northern Sacramento Valley Butte Colusa Glenn Shasta Tehama</p>	<p>Central Coast Monterey San Luis Obispo Santa Barbara</p>
<p>Greater Sacramento El Dorado Placer Sacramento Sutter Yolo Yuba</p>	<p>Central Sierra Alpine Amador Calaveras Inyo Mariposa Mono Tuolumne</p>
<p>Bay Area Alameda Contra Costa Marin Napa San Benito San Francisco San Mateo Santa Clara Santa Cruz Solano Sonoma</p>	<p>Southern California Los Angeles Orange Riverside San Bernardino Ventura</p>
	<p>Southern Border Imperial San Diego</p>