

THE WILLIAM AND FLORA HEWLETT FOUNDATION

July 21, 2008

**PLEASE RETURN THIS COPY**

Ms. Tammeil Gilkerson  
Chabot-Las Positas Community College District  
5020 Franklin Drive  
Pleasanton, CA 94588

**Reference: Grant #2008-2488**

Dear Ms. Gilkerson:

I am pleased to inform you that The William and Flora Hewlett Foundation (the 'Foundation') has authorized a grant of \$1,750,000 over thirty months to the Chabot-Las Positas Community College District for creating a new state-wide professional development program. The grant will be paid in three installments. In order for us to make payment, we require that you accept the terms of the grant as set forth in the following paragraphs.

The grant funds and any income earned from any investment of the grant funds may be used only in support of the activities described in your final proposal of July 1, 2008. Funds not used for the purposes of the grant within the grant period must be returned to the Foundation. We will require narrative and financial reports on your activities during the grant period. Your reports will be due according to the following schedule:

<b>Reporting requirements</b>	<b>Due date</b>
Interim reports	7/21/2009
Interim reports	7/21/2010
Final reports	1/21/2011

All reports must be received within 30 days of due date.

The narrative report should demonstrate your progress on achieving proposed activities, outputs and outcomes. The financial report should account specifically for the use of Foundation funds. Clearly show how these funds have been spent according to the categories of the submitted budget.

For your convenience, please see 'Reporting Requirements,' enclosed with this letter, for further instructions on preparing these reports. *Please use the grant reference number above in all reports and correspondence.*

No part of this grant may be used to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations; these provisions include state, federal or foreign legislation).

You may nevertheless determine that, in carrying out the project funded by this grant, you will attempt to influence governmental action in ways that fall outside of those provisions. Please note that in the event that you do use any of the proceeds of the grant, or other resources, to influence governmental action in ways lawful for a public charity, you may have lobby reporting requirements under the laws of a particular state; note further that state law may include influencing state administrative agencies within the definition of lobbying. For example, an organization triggers California lobby reporting requirements if it spends \$5,000 or more in a calendar quarter for the purposes of influencing state legislative or administrative action. It is your responsibility to comply with any applicable lobby reporting requirements.

You shall notify the Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Use of any of the grant funds (a) to influence the outcome of any specific public election of any candidate for public office or to carry on, directly or indirectly, any other activity that is prohibited to a public charity, or (b) to provide material support to any person or entity that engages in violent or terrorist activities, is prohibited.

The Foundation's disbursement of payment is contingent upon the Foundation's review of your work in connection with this grant and its determination (a) that you are in compliance with all terms and conditions of this grant agreement and (b) that satisfactory progress and performance has occurred and is likely to continue to occur. Funding may be modified, curtailed, or discontinued, and any unexpended grant funds must be repaid, if at any time the Foundation determines that the purposes of the grant are not being met.

Payment will be made as follows:

<b>Projected date</b>	<b>Amount</b>	<b>Contingency</b>
Within 30 days of receipt of signed letter agreement	\$640,000	None
Within 30 days of approval of interim reports	\$778,000	Submission of satisfactory interim reports and expenditure of at least 75% of prior payments
Within 30 days of approval of interim reports	\$332,000	Submission of satisfactory interim reports and expenditure of at least 75% of prior payments

Chabot-Las Positas Community College District

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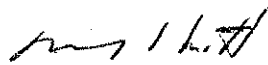
Page 3 of 3

Except for simple statements indicating that the Hewlett Foundation has provided the Chabot-Las Positas Community College District with funding, the Foundation name and logo may be used only with the written permission of a Foundation representative. If you wish to use the Foundation name or logo in connection with this grant, please contact the Director of Communications at [communications@hewlett.org](mailto:communications@hewlett.org).

Please have the appropriate corporate officer **sign and return** the enclosed copy of this letter, indicating acceptance of the terms of the grant. The copy should be returned to the Foundation offices in Menlo Park (2121 Sand Hill Road, Menlo Park, CA 94025 USA), marked 'Attention: Yvette Clark, Education Program'.

Should you have any questions related to this grant, please contact Pamela Burdman, Program Officer for Education. We are pleased to be able to assist you.

Sincerely,



Marshall Smith  
Program Director, Education

MS/yc  
Enclosures

ACCEPTANCE: On behalf of the Chabot-Las Positas Community College District, I hereby accept and agree to the terms of the grant as set forth above.

Date: \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_