



IMPLEMENTATION GRANT AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/LEARNINGWORKS

and

Chabot College/ California Acceleration Project

October 6, 2011

#2011-039

1. Background

The Foundation for California Community Colleges/LearningWorks, in an effort to support promising practices and strategies for improving student completion, has received funding from the William and Flora Hewlett Foundation and Walter S. Johnson Foundation (“GRANTOR”) to assist with implementation and assessment of innovative efforts for improving student completion through June 30, 2012.

2. Parties to Agreement

3.1 Parties to Agreement. For the purposes of this Agreement the Foundation for California Community Colleges/LearningWorks is referred to as “FOUNDATION” and Chabot College/California Acceleration Project is referred to as “SUB GRANTEE”.

3. Term, Termination

3.1 Term. This Agreement shall take effect upon signature of both parties through June 30, 2012 and will remain in effect until all funds have been properly expended under the original grant agreement and all terms and conditions have been satisfied.

3.2 Termination for Convenience. FOUNDATION shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing SUB GRANTEE with written notice of termination at least twenty (20) calendar days in advance.

3.3 Termination for Cause. FOUNDATION shall, at its option, have the right to terminate this Agreement, without penalty, immediately should GRANTOR cease funding the Project for any reason or if SUB GRANTEE fails to comply with legal and regulatory provisions referenced in the Agreement. FOUNDATION shall have the right to terminate this Agreement, without penalty, within a reasonable time period should SUB GRANTEE be found to be in material breach of this Agreement as determined in FOUNDATION’s sole discretion.

4. Compensation

4.1 Compensation. Except as otherwise provided in this Section, SUB GRANTEE shall receive compensation for Services rendered under this Agreement as set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$40,000 without written approval of FOUNDATION's Representative, as designated herein. These funds are to carry out the activities outlined in, and in accordance with proposed budget submitted in the SUB GRANTEE's mutually agreed upon proposal dated September 26, 2011. **Unless otherwise agreed to in writing by the FOUNDATION and the GRANTOR, all compensation paid to SUB GRANTEE under the terms of this Agreement must be utilized to pay for authorized activities set forth in Exhibit B.**

5. General Provisions

5.1 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

5.2 Notices. All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth herein or to such other address as designated by written notice.

5.3 Assignment. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

5.4 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including any exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in this Agreement will control. This Agreement may be modified only by written agreement dated subsequent to the Effective Date and signed by authorized representative of each party.

5.5 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or deferral court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

5.6 Relationship of the Parties. Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

5.7 Indemnification. SUB GRANTEE, its heirs and/or its approved assigns ("Indemnitor") will indemnify, defend and hold FOUNDATION, and its directors, officers, and employees, (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or

omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement and/or (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FOUNDATION must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

5.8 Insurance. SUB GRANTEE, at SUB GRANTEE's sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of SUB GRANTEE and will include: commercial general liability insurance with a combined single limit of no less than \$1 million per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds. FOUNDATION, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish FOUNDATION with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by FOUNDATION and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION.

5.9 Employer Identification. Employer Identification Number and Certification, is required to be completed by the SUB GRANTEE and included as an attachment to the signed Agreement.

5.10 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

6. Records

6.1 Records.

SUB GRANTEE shall maintain complete and accurate records with respect to all costs incurred under this Agreement. All such records shall be clearly identifiable and include sufficient detail of services rendered and costs incurred. Acceptable records supporting costs incurred under this Agreement include, but are not limited to, original invoices, cancelled checks, proof of payment, airline ticket stubs, payroll records, contracts, agreements and other relevant supporting documentation that will adequately substantiate all costs incurred under this Agreement. SUB GRANTEE shall allow a representative of FOUNDATION, upon request, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other document created pursuant to this Agreement. SUB GRANTEE shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

7. Services and Responsibilities of SUB GRANTEE

7.1 General Description of Services. SUB GRANTEE shall furnish all technical, educational and professional services, including labor, materials, equipment, transportation, supervision and expertise necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A - Scope of Work".

7.2. Coordination of Services. SUB GRANTEE agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and its partners at all reasonable times.

8. Contacts

FOUNDATION:

Vanessa W. Whang
916-498-6724
vwhang@foundationccc.org
1102 Q. Street, Suite 3500
Sacramento, CA 95811

SUB GRANTEE:

Marcia Corcoran
510-723-6805
mcorcoran@chabotcollege.edu
25555 Hesperian Blvd.
Hayward, CA 94545

THE PARTIES HEREBY EXECUTE THIS AGREEMENT as of the effective date noted in the signature block below.

CHABOT COLLEGE

By: _____
Print Name: _____
Title: _____
Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: [Signature]
Print Name: John O'Sullivan
Title: Interim VP of Finance & CFO
Date: 11/9/11

CALIFORNIA ACCELERATION PROJECT

By: _____
Print Name: _____
Title: _____
Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: [Signature]
Print Name: Joseph Quintana
Title: VP Program Development
Date: 11/9/11

LEARNINGWORKS

By: [Signature]
Print Name: Linda Collins
Title: Executive Director
Date: 11/09/11

EXHIBIT “A” to FOUNDATION AGREEMENT SCOPE OF WORK

As a SUB GRANTEE for the FOUNDATION, Chabot College/ California Acceleration Project will play a key administrative and compliance role with the agreed upon terms and conditions of the initiative.

1. Implement effective strategies for supporting faculty from the state’s 112 community colleges to redesign their developmental English and Math sequences as outlined in grant proposal.
2. Publish one newsletter in Spring 2011 as a follow up to the September 2011 issue of “Acceleration News”.
3. Revise current website (3csn.org/developmental-sequences) to include improved user navigation and expanded content.
4. Publish five online “Spotlight” articles about colleges implementing different models of acceleration across California.
5. Publish ten online “Spotlight” articles focusing on faculty teaching accelerated courses, featuring pedagogy, curriculum, and embedded classroom materials.
6. Publish five online curricular models for a pre-Statistics course, representing approaches to teaching core Statistical concepts (e.g. lessons, activities, online work) and guidance for faculty about how to support student learning.
7. Conduct three presentations at venues with national audiences (e.g. Complete College America, Achieving the Dream, the National Association for Developmental Education, and the annual National Conference on Acceleration hosted by the Community College of Baltimore County).
8. Develop one to two additional written pieces in collaboration with LearningWorks on the larger policy and practice implications of this work (e.g. co-authored or co-branded briefs, timeline and focus to be determined).
9. Maintain clear records/documentation of grant expenditures (as noted in 6.1 of the grant agreement).
10. Provide a final brief report noting accomplishments, impact and implications.
11. Provide a final financial report regarding use of funds to accompany the final report.
12. Agree that FOUNDATION will not remit any funds to include Chabot College / California Acceleration Project under the grant agreement, until such funds are received by FOUNDATION from the grantor.
13. Responsible for the proper adherence to all stated grantor requirements and the compilation and timely submission of all required progress reporting, final grant reporting, and financial reporting.
14. Shall observe that communications with the GRANTOR for and about this project will occur through LearningWorks.

**EXHIBIT “B” TO FOUNDATION AGREEMENT
COMPENSATION SCHEDULE**

Total compensation not to exceed \$40,000 is for the purposes described below and is subject to acceptance by the SUB GRANTEE of the conditions specified below. Funds are to carry out the activities outlined in, and in accordance with

- the SUB GRANTEE’s budget and narrative submitted in the mutually agreed upon grant proposal;
- and, the Scope of Work in Exhibit “A”.

SUB GRANTEE: Chabot College/California Acceleration Project

Grant Period: October 1, 2011 – June 30, 2012

Grant Terms: One-time payment of \$40,000 to cover grant funded activities from October 1, 2011 through June 30, 2012 (\$15,500 for professional contracts; \$16,500 for a Lead Math Instructor; \$6,000 for travel and conferences; and \$2,000 for indirect costs to Chabot College).

Grant Objectives:

1. Collaborate with LearningWorks to create professional communications materials to influence state and national policy audiences, as well as faculty within and beyond California.
2. Collaborate with LearningWorks to support the spread of curricular and policy innovations from California to nationwide audiences.

Reporting Requirements:

| Due Date | Report Type |
|-----------------|--|
| June 15, 2012 | Brief Narrative Report Financial Report |