



***Amendment to (Non-Federal) Subaward Agreement
Pass-Through Fixed Price Milestone***

This Subaward Agreement (Agreement) is entered into as of **August 22, 2018**, by and between **Jobs for the Future, Inc. (JFF)**, a Connecticut nonprofit corporation having an address at 88 Broad St., 8th Floor, Boston, Massachusetts 02110, and **Chabot-Las Positas Community College District** (Subrecipient), a **Community College** having an address at **SUBRECIPIENT 7600 Dublin Blvd 3rd Floor Dublin, CA 94568**. JFF will support Subrecipient by facilitating communication and activities and by managing overall project implementation through appropriate oversight and fiscal management.

This Agreement specifies the terms and conditions under which JFF will make a subaward to the Subrecipient in connection with a grant to JFF as part of the **“Google IT Support Professional Certificate Implementation”** (Project) funded by **Google** (Sponsor).

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Scope of Work and Project.** Subrecipient shall be responsible for delivering the program that is detailed in the Scope of Work and Project included as Attachment A to this Agreement (Work). JFF shall pay subrecipient on a Fixed Price Milestone Basis an amount not to exceed **\$30,000.00**.

The general terms and conditions of the sponsor award to JFF are applicable to the subrecipient and are incorporated into this agreement in full text replacing “Foundation” with “JFF” as applicable.

2. **Period of Performance.** This Agreement shall start **August 22, 2018** and shall end no later than **February 16, 2019**, unless the parties agree otherwise.
3. **Invoicing and Payment.** Invoices shall be submitted to the JFF Primary Contact who is identified in Article 13. JFF shall pay Contractor Invoices Net 30 upon receipt and acceptance of Milestone Deliverables. Invoices shall specify the Fixed Price Milestone in accordance with this article and shall also specify approved allowable travel expenses.

- a. Milestone Billing Schedule:

Milestone	Amount
Upon submission of implementation plan	\$15,000
Upon enrollment of 80 students	\$15,000
TOTAL	\$30,000

4. **Access to Records.** JFF and its duly authorized representatives shall have the right to access and examine and otherwise audit all records, including without limitation any books, documents, or papers of Subrecipient, and of its sub-subgrantees or re-grantees, which are related to this Agreement (Records) and may make excerpts and copies thereof. Subrecipient shall permit reasonable access to its personnel for purposes of interviews and discussions related to such Records. Subrecipient shall also establish to JFF's satisfaction a proper accounting system in accordance with Generally Accepted Accounting Principles or Funder directives.
5. **Independent Contractor.** JFF and the Subrecipient shall be, and shall be deemed to be, independent contractors and not agents or employees of the other. Neither JFF nor Subrecipient shall have the authority to make any statement, representation, or commitment of any kind, or to take action which shall be binding on the other, except as may be authorized in writing.
6. **Intellectual Property.** Subrecipient hereby grants to JFF the irrevocable, nonexclusive, worldwide, royalty-free, unrestricted right and license to use all Work, including all products, reports, data, manuals, pamphlets, articles of any kind, written, recorded, or electronic, prepared by Subrecipient under this Agreement (Materials). Without limitation, JFF may use, copy, modify, create derivative works of, publicly perform, display, and distribute copies of the Materials and any modified Materials for non-commercial purposes.
7. **Re-granting.** Subrecipient may not subgrant or re-grant any portion of the subaward provided to Subrecipient under this Agreement without JFF's prior written approval. If Subrecipient does so, Subrecipient shall be responsible for monitoring the sub- or re-grantee(s) for compliance with all applicable statutory, regulatory, and program requirements. Subrecipient shall also monitor the sub- or re-grantee(s) for their proper creation and maintenance of Records, including, but not limited to, financial records, participant eligibility, service provision, and outcomes.
8. **Indemnification.** Subrecipient shall defend, indemnify, and hold harmless JFF and its directors, officers, employees and agents, and their respective successors, heirs, and permissible assigns (Indemnitees) against any and all liability, loss, or expense (including reasonable attorneys' fees and expenses of litigation whether incurred in the defense of a third party claim or a claim to enforce this provision), and other damages (Losses) that may be incurred by or imposed upon the Indemnitees, or any of them, in connection with any claim, suit, demand, action, or judgment arising out of the following: (a) any breach by Subrecipient of any representation or warranty made by it; (b) Subrecipient's failure to

perform any obligation in this Agreement; (c) any claim that any part of the Work infringes or misappropriates the right of any third party; and (d) any subgrant or re-grant of any right or obligation under this Agreement without JFF's prior consent.

JFF shall not be liable for any indirect, consequential, or other damages suffered by Subrecipient, any subgrantee or re-grantee, or any others arising out of or related to this Agreement.

9. **Primary Contacts; Notices.** To ensure that the Work is carried out efficiently, the parties designate the individuals identified below as their primary contacts responsible for monitoring the Work.

Any notice, report, consent, or other communication required or permitted to be given hereunder shall be in writing and shall be given by delivering such notice in person, by registered or certified United States mail, postage prepaid and return receipt requested, or by recognized overnight delivery service and shall be given when received at the following addresses of the parties hereto:

For JFF:

Deborah Kobes
Program Director
Jobs for the Future, Inc.
88 Broad St., 8th Floor
Boston, Massachusetts 02110
E-mail: dkobes@jff.org

For Subrecipient:

LaVaughn Hart
CIS Instructor
**Chabot-Las Positas
Community College District**
7600 Dublin Blvd 3rd Floor
Dublin, CA 94568
E-mail:
LHart@laspositascollege.edu

Either party may change its address by notice to the other party.

10. **Alteration or Waiver.** This Agreement may be amended or modified only by a written instrument signed by the parties. No provision of this Agreement may be waived without a written instrument signed by the waiving party. The failure of a party to insist on performance of any of the terms or conditions of this Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant, or condition, but the obligations of the parties will continue in full force and effect.

11. **Termination.**

- a. **For Cause.** JFF may terminate this Agreement on written notice to Contractor if Contractor: (i) violates any provision of this Agreement or the Vendor Conflict of Interest Certification (ii) fails to deliver the Services in a timely or acceptable manner; or (iii) fails to provide the Services with the degree of quality expected and

determined solely by JFF, and Contractor does not cure such default within seven (7) days after receipt of notice.

- b. **Lack of Funding.** JFF reserves the right to terminate or suspend this Agreement if funding for the Services under any award to JFF for the Project is withdrawn or reduced. Such cancellation or suspension will be effective immediately upon receipt of written notice from JFF.
- c. **For Convenience.** JFF reserves the right to terminate this Agreement for Convenience. JFF shall provide thirty (30) days written notice of its intent to terminate.

12. **Effect of Termination.** Upon termination under the preceding article, any portion of funding that remains unexpended as of the end date shall be returned immediately to The Foundation via JFF. A final summary report of project status shall be delivered to JFF on a date that is determined by the JFF Program Lead. The contractor agrees that the final report shall provide information on work-in-progress—finished or unfinished—and incorporate all data, intermediate products, studies, and reports assembled or prepared by Contractor for purposes of this Agreement.

13. **Limitation of Liability.** In no event shall either party be liable to the other party for any losses or damages incurred during performance of the award or for any incidental, consequential, indirect or punitive damages (including but not limited to lost profits, business revenue, goodwill or anticipated savings), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

14. **Compliance with Law; Governing Law.** The parties shall comply with all applicable federal, state, and local laws and regulations, and nothing in this Agreement shall subject a party to liability for such compliance. This Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflict of laws. The sole and exclusive jurisdiction for resolution of any disputes relating to, arising from, or otherwise connected to this Agreement shall be in the state and federal courts located in Massachusetts, and each party hereby consents and submits to the exclusive personal jurisdiction of such courts.

15. **Entirety of Agreement.** This Agreement with its attachments and references contains the entire understanding between the parties and supersedes any prior understandings, representations, agreements, or arrangements, written or oral, between them concerning the subject matter of this Agreement.

16. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be deemed the same as originals and shall be effective upon receipt.

17. **Assignment.** This Agreement will inure to the benefit of and be binding upon the parties and their respective executors, heirs, and permissible assigns. Neither this Agreement nor any of the rights or obligations hereunder (or under any document delivered pursuant hereto) may be assigned by Subrecipient without the prior written consent of JFF.

18. **Confidentiality.** "Proprietary Information" means nonpublic technical data, knowledge, marketing data or techniques, business plans, and other information that one party (Discloser) considers to be unique, valuable, or otherwise proprietary to it. In performing under this Agreement, it may be necessary for Discloser to provide Proprietary Information to the other party (Receiver). Discloser shall endeavor to identify in writing, by appropriate stamp, legend, notice or otherwise inform Receiver of any Proprietary Information (See Paragraph a. below). Discloser retains all rights in the Proprietary Information and Receiver acquires no rights therein except the right to use it to the extent necessary in connections with the purposes of this Agreement, including the exercise of any rights under Section 9.

Receiver shall exercise the same degree of care with respect to the Proprietary Information that it normally exercises to preserve its own information of a like nature, but not less than a reasonable degree of care. Receiver shall restrict disclosure of such Proprietary Information to only those employees, consultants, or agents who have a need to know and who have agreed to terms of use and non-disclosure at least as restrictive as those in this Agreement.

The obligations of confidentiality regarding Proprietary Information shall not apply to any information which Receiver can reasonably demonstrate: (a) was in the public domain at the time of receipt or later came into the public domain through no act of Receiver; (b) was in Receivers' written records before its receipt from Discloser; (c) was independently developed as demonstrated by written records; (d) was lawfully disclosed on an unrestricted basis to Receiver by a third party believed to have the right to do so; or (e) is required to be disclosed by governmental or court order; provided that in such case Receiver promptly notifies Discloser and cooperates with it to oppose or limit such order.

The obligations of confidentiality and non-use shall survive expiration or termination of this Agreement for any reason.

- a. All information, data, and other material, concerning JFF and JFF's clients, donors, programs, projects, finances, operations, plans or proposals, that Contractor obtains or produces in the course of performing the Services, is JFF Proprietary Information. Contractor may not disclose, directly or indirectly, or use in any manner, other than to perform the Services, JFF Proprietary Information. In addition, Contractor shall return to JFF any Proprietary Information that has provided to Contractor at the earlier of i) such time that JFF requests it; or ii) at the conclusion of the Term of Engagement

19. **Severability.** The provisions of this Agreement are severable. If any individual provision is found to be unenforceable, the remainder of the Agreement shall remain in force.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

For Jobs for the Future, Inc.
Maria K. Flynn
President and CEO

For Chabot-Las Positas Community College District
Ronald Gerhard
Vice Chancellor, Business Services

Date

Date

Attachment A - Scope of Work and Project

Chabot-Las Positas Community College District Google IT Support Professional Certificate Implementation August 22, 2018 – February 16, 2019

Scope of Work

In early 2018, Google launched the Google IT Support Professional Certificate as an innovative approach to help individuals access middle-skill IT jobs. The Certificate provides students with an industry-driven credential, with value in the marketplace, to supplement college offerings. JFF is working with Google to help leading community colleges in five states integrate the Certificate into their programs and/or curricula.

Through participation in this project, subrecipient will engage in a range of activities to integrate the Google IT Support Professional Certificate (Certificate) into a credit pathway. These activities include:

Certificate Review. Subrecipient is highly encouraged to beta test and review the Certificate content as soon as possible and provide feedback to JFF that highlights any recommendations related to potential inaccuracies, errors, and/or any specific concerns related to the content. JFF will aggregate recommendations from schools implementing the Certificate and submit to Google. The first round of feedback will conclude in mid-May 2018; additional opportunities for feedback may be provided later in the grant period.

Credit Design and Delivery. Subrecipient will map Certificate competencies to Subrecipient existing courses and programs and identify credit and credentialing options. Options include:

- Embedding the Certificate into already existing courses
- Adding the Certificate to an existing program of study
- Creating a non-credit program for which for credit for prior learning will be granted by the institution
- Other strategies in consultation with JFF

In collaboration with JFF, Subrecipient will develop a design and delivery plan, which will be submitted to JFF by August 10, 2018.

Enrollment, Retention, and Completion Support. Subrecipient will begin enrolling students in the Certificate by September 1, 2018, with 80 students enrolled by January 31, 2019. Special attention to priority demographic groups for recruitment include non-males, Latinx, African American, and/or military veterans. Subrecipient will provide sufficient supports to students to facilitate their persistence in and completion of Certificate courses.

Technical Assistance. JFF state leads will provide technical assistance through one-on-one calls and/or via email with subject matter experts; resources and tools; and coordination with Google and Coursera. JFF staff or consultants may conduct site visits to provide in-person assistance. Subrecipient will participate in the grantee Learning Community and in periodic peer learning webinars for Certificate providers to address high priority topics such as serving non-males, Latinx, African American, and military veteran populations; successful credit strategies; and other best practices for community college delivery of the Certificate.

Reporting and Data Collection. Subrecipient will provide brief monthly reports to JFF using a template provided by JFF to track progress and outcomes in Certificate delivery. In addition, subrecipient will also submit quarterly reports to JFF.

Should it be deemed necessary, JFF and Subrecipient will work together to develop a data sharing agreement to govern the collection and sharing of individual-level data for students

enrolled in the Certificate, and any relevant comparison data to support Certificate evaluation. The data sharing agreement will ensure compliance with FERPA regulations and relevant institutional policies of the Subrecipient.

College instructors, staff, and/or students may also be asked to participate in focus groups or individual interviews to inform Certificate evaluation efforts. A separate opt-in student survey may also be conducted.

If required, JFF will submit for review, protocols and data collection instruments for these additional data collection activities to Subrecipient's Institutional Review Board or other designated body.

JFF may follow up with Subrecipient for optional updates on student outcomes after January 31, 2019.

Project Deliverables and Key Milestones

Deliverable	Outcome Measure	Target Date
Monthly progress reports		<i>See schedule below</i>
Quarterly data		<i>Schedule TBD</i>
Course quality assurance feedback		<i>May 23, 2018</i>
Implementation plan	1 plan submitted (using JFF template) that includes credentialing options for credit and recruitment of target demographic groups	<i>By August 10, 2018</i>
Enrollments into Certificate courses begin	--	<i>September 1, 2018</i>
Instructor and staff feedback for Certificate research and evaluation	Collaborate with JFF to support individual interviews and/or focus groups with Certificate instructors and staff	<i>Starting Fall 2018</i>
Twenty-five Students enrolled into Certificate courses	Minimum of 25 students	<i>January 31, 2019</i>

Schedule of Monthly Reports

Report	Due Date	Report	Due Date
		October 2018	<i>November 1, 2018</i>
		November 2018	<i>December 3, 2018</i>
August 2018	<i>September 4, 2018</i>	December 2018	<i>January 3, 2019</i>
September 2018	<i>October 1, 2018</i>	January 2019	<i>February 1, 2019</i>

Payment Schedule

Milestone	Amount
Upon submission of implementation plan	\$15,000
Upon enrollment of 80 students	\$15,000
TOTAL	\$30,000

**In addition to the implementation funding listed above, subrecipient will receive access to free Certificates (a value of \$48,000 for 80 Certificates) as part of their participation in this project.*

Attachment B – Detailed Budget

**Chabot-Las Positas Community College District
Google IT Support Professional Certificate Implementation
August 22, 2018 – February 16, 2019**

Budget Line Item	Amount
Personnel Costs	\$30,000
Fringe Costs	0
Consultants	\$0
Travel	0
Meetings	\$
Production	
Supplies	
Other	
TOTAL	\$30,000

Notes/Additional Items

The project will be supported as follows:
Division Dean: Nan Ho
Project Coordinator: LaVaughn Hart
Full-time and part-time faculty: Don Hester, Debbie Fields, Richard Grotegut, Engjellushe A. Vani
Career Education Project Manager: Vicki Shipman (Strong Workforce)
Las Positas College has committed to adding four sections in the 2018/19 academic year to support the implementation of this project. The cost of adding these courses to our schedule will be covered in large part by Strong Workforce funding. This will enable us to significant increase our capacity to serve students who are interested in pursuing a career in networking.

Attachment C – Prime Agreement Terms

Chabot-Las Positas Community College District Google IT Support Professional Certificate Implementation August 22, 2018 – February 16, 2019

The following terms are from Tides Foundation Grant award # 1802-50519 dated February 23, 2018 to Jobs for the Future and are applicable to this agreement. For private of contract purposes, any required notices or necessary compliance actions shall be facilitated through and by Jobs for the Future as Prime grant recipient.

All expenditures made with the Grant Funds shall appear in your organization's financial records, and such records will be made available to Tides Foundation at reasonable times upon request.

Your organization agrees to notify Tides immediately, in writing, of any change in its tax-exempt status, its executive staff or key staff responsible for achieving the purpose of the Grant Funds, or any other change in its program that would affect its ability to achieve the purpose of the Grant Funds. Your organization will promptly notify Tides of any changes in the sponsorship agreement or in the sponsor/project relationship.

Your organization will not use any portion of the Grant Funds to make sub-grants or subcontracts to individuals on a non-objective basis, or for any non-charitable or non-educational purpose. The Grant Funds do not represent the payment of a pledge or other financial obligation.

Your organization will not use any portion of the Grant Funds to engage in any political or lobbying activity, including carrying on-propaganda or to attempting to influence specific legislation either by direct or grassroots lobbying. For the sake of clarity, this clause does not prohibit your organization from engaging in legally permissible political or lobbying activities, provided your organization does not use Grant Funds for such activities.

Your organization has not violated and will not violate any federal or state laws applicable to campaign finance, prohibited political activity or lobbying limitations or reporting rules, and will indemnify, defend and hold Tides Foundation harmless from all costs or damages incurred by Tides arising out of your organization's activities, to the fullest extent permitted by law.

Your organization agrees that if Grant Funds are used to create intellectual property, your organization will place

(a) any such code or such other inventions under the Apache 2.0 license (<https://opensource.org/licenses/Apache-2.0>), and (b) any other such intellectual property (e.g. Creative works that are not code, or patentable) under the CC-BY 4.0 International license (<https://creativecommons.org/licenses/by/4.0/>) within three (3) months from the date of creation. Such intellectual property will be made freely available and searchable by major internet search engines. For any intellectual property rights (including patent and trade secret rights) not licensed by your organization under one of the above licenses, your

organization will place such intellectual property in the public domain. Your organization will not file any patent applications in connection with any intellectual property created with the Grant Funds.

Your organization certifies that its receipt of the Grant Funds will not negatively impact Google's current or future ability to do business with your organization.

Your organization will not use any portion of the Grant Funds to (i) purchase any products or services manufactured by Google (including its subsidiaries or affiliates), (ii) purchase any items from the Google Store (<https://store.google.com>), or (iii) make any grant or loan, pay compensation, reimburse expenses, or make any other similar payment to Google, any investment or other advisor of Google, or any related parties of Google or such investment or other advisor. Your organization acknowledges and understands that it is expected to make any business or other decisions favorable to Google as a result of receiving the Grant Funds.

Your organization agrees that the Grant Funds will be designated for service programs open to all persons regardless of religion and will not be used for religious instruction.

Your organization certifies that it does not discriminate against any person or group of people in either hiring/ employment practices or in the administration of programs and services, including on the basis of sexual orientation or gender identity.

Your organization agrees to comply with all applicable export laws and trade sanctions programs. Your organization agrees to comply with all applicable laws, including all anti-bribery or anti-corruption laws. Your organization and officers, directors, employees, or agents have not and will not pay, offer or promises to pay, or authorize the payment directly or indirectly, of any money, gift or anything of value, to any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to your organization. Your organization certifies that it will not use the Grant Funds to honor any government officials.

Your organization certifies that it is legally authorized to receive this grant under its own policies, as well as any other applicable laws and regulations. Your organization certifies that the person accepting payment has the authority and has obtained all necessary approvals to accept the Grant Funds, including to make the certifications and to comply with the covenants and restrictions included in this letter.

If you have occasion to announce or acknowledge the Grant Funds publicly, please indicate that support was provided by the Google.org Charitable Giving Fund of Tides Foundation.