

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of **June 19, 2019**, between **Community Initiatives**, a California nonprofit public benefit corporation, tax –exempt from the Internal Revenue Service (IRS) and not classified as a private foundation under Section 509(a) of the Code (“Grantor”), on behalf of its fiscally sponsored project, Immigrants Rising and **Chabot College**, also a nonprofit public benefit corporation, tax-exempt from the IRS and not classified as a private foundation (“Grantee”), with respect to the following:

A. Grantee’s address is **25555 Hesperian Boulevard, Hayward, CA 94545**, and telephone number is **925-485-5253**. Grantee’s contact persons for this grant are **Doug Roberts, Interim Vice Chancellor of Business Services**

B. Grantor makes this grant in furtherance of its charitable and educational purposes, in the amount and on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties to this Agreement hereby agree as follows:

1. The grant funds may only be expended for charitable or educational purposes. This grant is made only for the purposes stated in this letter and to support:

- 1) Expand operation of the Dream Center by hiring a dedicated part-time counselor/coordinator to staff the center, coordinate services and see students.
- 2) Expand outreach services by hiring a part-time outreach coordinator to conduct high school outreach and following-up with continuing students.
- 3) Expand UndocuAally training program to serve the larger campus community, offering the trainings to the campus once per semester.

Measurable Outcomes

- 1) A part-time counselor/coordinator implements 6 legal aid workshops and clinics.
- 2) Increase students visiting the Dream Center by 100 students and/or families per semester.
- 3) Increase visibility of the Dream Center across campus and the community through various methods (radio/television/print); at least 4 media pieces per semester.

- 4) Increase number of AB 540 students from 504 to 550 students in AY 19-20.
- 5) Conduct 24 high school outreach presentations.
- 6) Publish an online newsletter for undocumented students and allies on current events and services that will go out four times a year.
- 7) Offer 2 UndocuAlly trainings (1 per semester) for 30 participants (staff/faculty) per training.
- 8) Create an online database of more than 50 allies on campus (participants of the UndocuAlly training that volunteer to be allies) to be published on the Dreamer's Website.

2. The total amount of the grant contemplated by this Agreement is **one-hundred and fifteen thousand dollars (\$115,000)**, (the "Grant") for the grant period of **July 1, 2019 to June 30, 2020**. It is understood that these grant funds will be used for such purposes substantially in accordance with the attached approved budget (Exhibit A). It is also understood that no substantial variances will be made from the budget without Community Initiative's prior approval in writing. Grantor shall pay to Grantee the full amount of the Grant of **\$115,000** in one total payment.

3. Any grant funds not expended or committed for the purposes of the grant, or within the period stated above, will be returned to Community Initiatives. Further, Grantee shall use the Grant solely for the purposes stated in paragraph 1, and Grantee shall repay to Grantor any portion of the Grant that is not used for those purposes, unless Grantor has agreed to the change in writing. Any significant changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation.

4. Grantee will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

5. With regard to any subgrantees convenient or necessary to carry out the purposes of the Grant, Grantee shall retain full discretion and control over their selection, acting completely independently of Grantor. There is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular subgrantee.

6. The Grant shall not be used in any attempt to influence legislation within the meaning of Code Section 4911(d) as interpreted by applicable Treasury Regulations and rulings of the Internal Revenue Service. Grantee shall not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c) (3) of the Code.

7. Grantee is solely responsible for the activity supported by the grant funds, the content of any product of the project, and the manner in which any such product may be disseminated. Grantee shall not transfer or assign this Agreement without the prior written consent of Grantor. This Agreement does not create any relationship of agency, partnership, or joint venture between the parties, and no party shall make any such representation to anyone.

8. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the Grant purposes.

9. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the project to be funded by the Grant. This paragraph shall survive any termination of this Agreement.

10. For the first report, an initial written report is to be furnished and will be due on January 31, 2020. This initial report should contain details pertaining to the financial accounting as of December 31, 2019 to include (1) narrative account of what was accomplished by the expenditure of the funds, including a description of progress made toward achieving the goals of the grant; (2) a description of any obstacles that needed to be overcome and how you did that; and (3) a financial accounting, according to the line-item categories of the attached approved budget. The final period-ending report will be due July 31, 2020, 31 days after the close of the grant period, and will include details pertaining to the financial accounting as of June 30, 2020 to include (1) narrative account of what was accomplished by the expenditure of the funds, including a description of progress made toward achieving the goals of the grant; (2) a description of any obstacles that needed to be overcome and how you did that; and (3) a financial accounting, according to the line-item categories of the attached approved budget.

Report templates may be found in Exhibit B of this agreement. Both reports should be sent to Victor Garcia, Ed.D, Director of California Campus Catalyst Fund with Immigrants Rising at victor@immigrantsrising.org, cc: Community Initiatives at fiscalsponsorship@communityin.org. At the end of the grant period, Grantor shall be furnished a copy of any relevant publications or research papers or other media products produced by Grantee under this Grant.

11. Grantor may monitor and conduct a review of operations under this grant, which may include a visit from Community Initiatives staff or Immigrants Rising leadership to observe your activities, discuss the program and finances with your staff and review financial and other records and materials connected with the activities financed by this Grant.

12. Grantor may include information on this grant in its periodic public reports. It may also publicize the grant using social media or other communication mediums, in which case you will be notified.

13. Failure to comply with the terms of this Agreement may result in the immediate cessation of funding and/or support from Grantor.

14. Unless you indicate a preference for paper documents, we will keep your records, including this Agreement, in electronic form. For contractual purposes, you consent to receive communications in electronic form via the email address you have provided us; you consent to use electronic signatures where signatures are necessary; and you agree that all notices, disclosures, agreements, and other communications we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. You may opt out of electronic communications and records at any time, or request a paper copy of your Agreement by contacting Community Initiatives.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Grant Agreement on the dates set forth opposite their signatures below.

Community Initiatives

DATED: _____

Signed: _____

Name: Ruth Williams

Title: President & CEO

Immigrants Rising (formerly known as Educators for Fair Consideration)

DATED: _____

Signed: _____

Name: Victor Garcia

Title: Director, CA Campus Catalyst Fund

Chabot College

DATED: _____

Signed: _____

Name: Doug Roberts

Title: Interim Vice Chancellor of Business Services

EXHIBIT A: PROJECT BUDGET

California Campus Catalyst Fund - Year 2 Budget		
Campus/Collaboration Name:	Chabot College	
Contact Person (responsible for DRAFTING this budget):	Abigail Garcia Patton	
Contact Person (responsible for IMPLEMENTING this budget):	Abigail Garcia Patton	
Project Dates:	July 1, 2019 - June 30, 2020	
BUDGET ITEMS (add rows as needed)		2019-20 Budget
Staffing		
Part-Time Counselor Coordination of Dream Center (15 hours per week)		33,750
Part-time Outreach Specialist (20 hrs per week)		21,000
Student Assistants		4,650
Overtime Financial Aid		0
Counselor UndocuAlly Facilitation- F hours		1,275
Childcare		0
		\$60,675.00
Fringe Benefits		
Counselor, Outreach Specialist and Student Assistant Benefits		21,000
Total Fringe Benefits:		\$21,000.00
Supplies & Materials		
Office Operating Supplies and Training Materials		2250
Office Equipment for Dream Center office		0
Laptops and Software		0
Total Supplies & Materials:		\$2,250.00
Other Operating Expenses		
Legal Aid Workshops/Assistance		3,000
Professional Development for Dream Team		3,750
Student Personal and Professional Growth Experiential Learning		4,500
Entrepreneur Student Workshops		2,250
UndocuAlly Training Programmig		2,575

Consultant contract for Mental Health		0
Total Other Operating Expenses:		\$16,075.00
Total Direct Costs:		\$100,000.00
Indirect Costs:		\$15,000.00
Total Costs:		\$115,000.00
Category	Program Budget Narrative - Please provide a description of each line item included in your proposed 2019-2020 budget.	
Staffing	0.5 FTE Dream Center Counselor/Coordinator provides dedicated support and academic counseling to students visiting the Dream Center; coordinates and conducts Dream Center workshops, events and activities; develops outreach materials and resources; completes reporting requirements and serves as the primary contact for the CA Campus Catalyst Grant program staff. 0.5 FTE Outreach Specialist will provide outreach to local high schools and adult schools, making presentations, supporting high school students with the college application and financial aid process, and supporting students in completing scholarships. 2 0.5 FTE Dream Center Assistants at 10hrs/wk at 30 weeks. F-Hour Counselor facilitation and preparation of UndocuAlly Trainings for 2 sessions per year (3 hours for prep, 6 hours for facilitation for two counselors).	
Fringe Benefits	Consolidated Fringe Benefits for Counselors, Outreach Specialist, and Student Assistants.	
Other Operating Expenses	Guest speakers for workshops for Legal Assistance 1/month; Entrepreneurship Workshops presenters 2 per year; Professional Development opportunities for Dream Team to improve practices and services for undocumented students and their families; Student Personal and Professional Growth Excursions (e.g., College Tours, Conferences, Tour of labs and companies); food for undocuAlly trainings, legal aid workshops, and entrepreneurship workshops.	
Direct Costs	Chabot College has committed to institutionalize the services by incurring 25% of all budget items requested above for 2019-2020 with the plan to increase to 50% for the following year; moving closer to institutionalization of all services. In addition, we will also continue to leverage personnel resources from El Centro, PUENTE and STEM Center tutoring and technology lending, and funding provided by the Equity Office.	

EXHIBIT B: INITIAL AND FINAL REPORT TEMPLATE

Date Proposal Approved by Community Initiatives	
Date Report Submitted	
Organization's Legal Name	
Project Name	
Project Contact (Dr./Ms./Mr.)	
Telephone	Office: Mobile:
Address	
E-mail Address	
Web Address	
Report Dates: Entire term of grant (mm/dd/yyyy) to (mm/dd/yyyy)	

GUIDELINES FOR INITIAL AND FINAL REPORTS

We are interested in learning about your experiences from this grant and ask that you be candid, reflective, and succinct in this initial or final report. Your report may include additional information and may disregard questions that do not apply to your grant. If you have any questions about this report, please contact your assigned contact at Community Initiatives.

Project goals / activities and outcomes / impact metrics. Please review your original proposal and describe whether the proposed goals / activities and objectives / impact metrics were met, and what outcomes were achieved as a result. Please state clearly, whether you did or did not meet individual performance goals. Note any unanticipated challenges and what you did in response. If you were unable to accomplish a specific outcome, please explain why. In addition to discussing individual performance measures, please provide a contextual discussion of overall project progress.

1. **Lessons Learned.** Describe the key lessons learned (a) during this grant period, and (b) during the project as a whole. Identify the critical factors that promoted and/or inhibited the successful implementation of the grant. Add any other activities or successes achieved, in addition to those outlined in the proposal. Indicate what changes you would make if you were to do this work again.

1. **The Future.** Describe whether the project will continue, how future funding will help and any expected changes to the project design.

1. **Expenditure Report – Current Project Budget.** Review the project budget and report actual expenditures for this final report.