

## SANTA CLARITA COMMUNITY COLLEGE DISTRICT

### INNOVATION AND EFFECTIVENESS GRANT AGREEMENT

#### Chabot Las Positas Community College District

This Innovation and Effectiveness Grant Agreement (“Agreement”) is between Santa Clarita Community College District (“SCCCD”), a California community college district and political subdivision of the State of California, and **Chabot Las Positas Community College District** (“Applicant District”). SCCC and Applicant District are also referred to collectively as the “Parties” and individually as “Party.”

#### **APPLICANT DISTRICT ACKNOWLEDGMENTS AND RESPONSIBILITIES:**

1. **Project Implementation**– Applicant District must submit a completed Innovation and Effectiveness Grant Application (“Application”) attached hereto as Exhibit A and made a part hereof. Applicant District will work to complete the Project as defined in Application based on Innovation and Effectiveness Plan.
2. **Grant Funding** - Applicant District shall receive funding in the amount listed on the Application within thirty (30) days of District’s receipt of a fully-executed Agreement.
3. **Term** – Applicant District will have a period of twelve (12) months from the date of last signature on this Agreement to expend the funds received through the Institutional Effectiveness Partnership Initiative (IEPI) program (“Term”). Any request for extension will be subject to the written approval of SCCC. Any unused funds will be required to be returned per SCCC’s directions.
4. **Quarterly Reports** - Applicant District agrees to complete and submit quarterly progress and expenditure reports beginning the end of the first full quarter, documenting the progress and funds expended to date per the Application within twenty (20) days of the end of each quarter. The end dates of each quarter are as follows: March 31, June 30, September 30 and December 31. Applicant District must use the Quarterly Report template attached hereto as Exhibit B. If Applicant District’s quarterly expenditures are lower than expected, Applicant District must provide additional information and indicate the timeframe in expending the balance.
5. **Final Report** - Applicant District agrees to complete and submit a report to SCCC, documenting the impact and results of the College Innovation and Effectiveness Plan and grant funding, and the final accounting within twenty (20) days of the end of the twelve (12) month Term, including proof of expenditure i.e., District check, and invoice. Applicant District must use the template attached hereto as Exhibit B.
6. **Document Retention** – In accordance with State requirements regarding the use of Grant funds, Applicant District agrees to: (a) maintain financial records in accordance with generally accepted accounting practices regarding the use of funding received for this Project including, but not limited to, original documentation; and (b) preserve and make available all records related to this Project for examination by SCCC, Chancellor’s Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the Grant.
7. **Changes to Application/Agreement** – Applicant District understands and agrees that no changes will be made to the approved expenditures after SCCC has approved the Application without written authorization by SCCC. Unauthorized changes will not be paid by SCCC.
8. **Regulatory Compliance** – By signing this Application and Agreement and accepting Grant funding, Applicant District agrees that it will comply with all California Education Codes, Public Contract Codes, other applicable laws and regulations and Applicant District’s policies and procedures.
9. **Indemnification** - Applicant District agrees to defend, hold harmless and indemnify SCCC, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Applicant District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by SCCC. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

SCCCD agrees to defend, hold harmless and indemnify Applicant District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by SCCC, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Applicant District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

10. **Assumption of Risk** - Applicant District hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action occurring to Applicant District arising in any way whatsoever as a result of engaging in the activities described in the Application or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. Applicant District does for itself, its heirs, executors, administrators and assigns hereby release, waive discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for itself, and agrees that under no circumstances will it or its heirs, executors, administrators and assigns prosecute, present any claim against the SCCC or any of its officers, agents, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.
11. **Trademark/Logo Use**. Applicant District must obtain written approval from SCCC's Public Information Office ("PIO") to use SCCC's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Applicant District with camera-ready artwork for such use. SCCC, at its sole discretion, may limit or otherwise place conditions on Applicant District's use of SCCC's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Applicant District shall not revise, change, or otherwise alter any material related to SCCC's name and/or logo without written consent from SCCC.
12. **Creative Commons Attribution License**: Applicant District agrees that any works created under the Institutional Effectiveness and Technical Assistance Grant funded by the California Community Colleges Chancellor's Office carries the Creative Commons Attribution License that gives permission to the public to reproduce, distribute, perform, display, or adapt the licensed materials for any purpose so long as the user gives attribution to the author.
13. **Termination**. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, SCCC shall compensate Applicant District only for services satisfactorily rendered to the date of termination. Written notice by SCCC shall be sufficient to stop further performance of services by Applicant District. In such case, notice shall be deemed given when received by the Applicant District or no later than three (3) days after the day of mailing, whichever is sooner.
14. **Assignment**. The obligations of the Applicant District pursuant to this Agreement shall not be assigned by the Applicant District without the express, written approval of the SCCC.
15. **Compliance With Applicable Laws**. The Applicant District's obligations completed herein must meet the approval of the SCCC and shall be subject to the SCCC's general right of inspection to secure the satisfactory completion thereof. Applicant District agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Applicant District, Applicant District's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If Applicant District fails to comply with any applicable Rule, Applicant District shall address the issue immediately at no additional cost to SCCC.
16. **Permits/Licenses**. Applicant District and all Applicant District's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
17. **Entire Agreement/Amendment**. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by SCCC's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

18. **Exhibits**. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

- 19. Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against SCCCD on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
- 20. Non-Discrimination.** Applicant District agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by SCCCD, on the basis of 1. race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
- 21. Non-Waiver.** The failure of SCCCD or Applicant District to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 22. Notice.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

District: Santa Clarita Community College District  
 Attn: Assistant Superintendent/VP Business Services  
 26455 Rockwell Canyon Road  
 Santa Clarita, CA 91355  
 Phone: (661) 362-3476  
 Fax: (661) 362-5480

Applicant District: **Chabot Las Positas Community College District**  
**Vice Chancellor Jonah Nicholas**  
**7600 Dublin Blvd. 3<sup>rd</sup> Floor**  
**Dublin, CA 94568**  
**(925)-485-5236**  
**jnicholas@clpccd.org**

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

- 23. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 24. Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

APPLICANT APPROVER	DISTRICT	BOARD-AUTHORIZED	<u>SANTA CLARITA COMMUNITY COLLEGE DISTRICT</u>
BY: _____ Signature of Authorized Representative			BY: _____ Signature of Authorized Representative
Print Name <u>Jonah Nicholas</u>			Print Name <u>Diane Fiero</u>
Print Title <u>Vice Chancellor of Business Services</u>			Print Title <u>Acting Deputy Chancellor</u>
Date _____			Date _____

**4. Tax Certification: SUBSTITUTE IRS FORM W-9 (Rev. December 2014), Request for Taxpayer Identification Number and Certification**

<b>Print or type</b>	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Chabot-Las Positas Community College District</b>		
	Business name/disregarded entity name, if different from above <b>Chabot College</b>		
	Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:	<input type="checkbox"/> Individual/Sole Proprietor or single-member LLC - Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ____ <input checked="" type="checkbox"/> Other ▶ _____	Exemptions (codes apply only to certain entities, not individuals) Exempt payee code (if any) _____. Exemption from FATCA reporting code (if any) _____.
	Address (number, street, and apt. or suite no.) <b>7600 Dublin Blvd. 3<sup>rd</sup> Floor</b>		Requester's name and address: Santa Clarita Community College District 26455 Rockwell Canyon Road Santa Clarita, CA 91355
City, state, and ZIP code <b>Dublin, CA 94568</b>			

<p><b>Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3 of the complete IRS Form W-9 (see link below). For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3 of the complete IRS Form W-9 (see link below). <b>Note.</b> If the account is in more than one name, see the chart on page 4 of the complete IRS Form W-9 (see link below) for guidelines on whose number to enter. <b>Instructions:</b> See complete 0105 Form W-9 Request for Taxpayer Identification Number and Certification at <a href="http://www.irs.gov/formspubs/index.html">www.irs.gov/formspubs/index.html</a>.</p>	<p><b>Social Security Number</b></p> <table border="1" style="width:100%; height:20px; border-collapse: collapse;"> <tr> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> </tr> </table> <p style="text-align:center;">Or</p> <p><b>Employer Identification Number</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%; text-align:center;">9</td> <td style="width:12.5%; text-align:center;">4</td> <td style="width:12.5%; text-align:center;">1</td> <td style="width:12.5%; text-align:center;">6</td> <td style="width:12.5%; text-align:center;">7</td> <td style="width:12.5%; text-align:center;">0</td> <td style="width:12.5%; text-align:center;">5</td> <td style="width:12.5%; text-align:center;">6</td> <td style="width:12.5%; text-align:center;">3</td> </tr> </table>											9	4	1	6	7	0	5	6	3
9	4	1	6	7	0	5	6	3												

**Certification**  
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the complete IRS Form W-9); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out the Business name/disregarded entity name above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, the Business name/disregarded entity name does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions, page 3 of the complete IRS Form W-9.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**EXHIBIT A**

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("SCCCD")  
Application  
Innovation and Effectiveness Grant Request**

**PROJECT #**

THIS BOX TO BE COMPLETED  
BY SCCCDC

**DISTRICT INFORMATION ("Applicant District")**

District Name	Chabot Las Positas Community College District
College Name	Chabot College
Street Address	25555 Hesperian Blvd
City State, Zip	Hayward, CA 94545

**APPLICANT DISTRICT/COLLEGE CONTACT INFORMATION**

<b>Primary (District)</b>			
Contact Name	Johan Nicholas		
Title	Vice Chancellor of Business Services		
Email Address	jnicholas@clpccd.org		
Telephone	(925)-485-5201	FAX #	
<b>Secondary (College)</b>			
Contact Name	Samantha Kessler		
Title	Director of Institutional Effectiveness		
Email Address	skessler@chabotcollege.edu		
Telephone	(510) 723-6824	FAX #	

**DESCRIBE THE GRANT REQUEST AS STATED IN YOUR INNOVATION AND EFFECTIVENESS PLAN:**

Chabot College is requesting funds to improve in the areas of refined Shared Governance and communication, and integrated planning, budgeting, and resource allocation processes. These funds will be used to conduct thorough assessments of these processes, research effective models, and design and implement the improvements.. The funds will also be used to explore and implement tools or technology used to support the improvement of our governance, assessment, planning, and budgeting processes. The grant will fund the human resources needed for assessment, research, design and implementation. This can be either consultant or professional expert support, faculty extra service, or classified professional overtime. The grant will also fund the development of revised documentation of our governance, integrated planning and budgeting, and decision-making processes. The grant will also fund the identified tools, technology, or software needed and applicable training and professional development needed for implementation.

**TERM (NOT TO EXCEED TWELVE (12) MONTHS):**

November 2021

**AMOUNT REQUESTED:**

\$200,000

(not to exceed \$200,000)

Please attach:

- Attachment A - Application Budget Summary
- Attachment B - College Innovation and Effectiveness Plan

## Attachment A Application Budget Summary

Object Code of Expenditure	Object Code Description	Project Funds Requested	Detailed Description of Proposed Expenditure
Example:			
5000	Other Operating	\$10,000	Consultant for Enrollment Management
1000	Academic Salaries	50,000	Academic salary, Faculty teaching and non-teaching salary
2000	Classified Salaries	25,000	Classified salaries, hourly, and overtime
4000	Supplies	75,000	Office, program, and software supplies
5000	Operating Expenses & Services	50,000	Training, professional services, contract services, travel and conference, software license and maintenance
	<b>TOTAL:</b>	200,000	

NOTE: Fringe benefits and indirect costs are not allowable expenditures under the Grant.

**Attachment B  
Innovation and Effectiveness Plan**

**[ATTACH COMPLETED IEPI PLAN]**

**EXHIBIT B**

IEPI Innovation and Effectiveness Grant Progress Report

District Name	Chabot Las Positas Community College District
College Name	Chabot College

Object of Expenditure	Budget	1 <sup>st</sup> Quarter Expenditure	1 <sup>st</sup> Quarter Balance	2 <sup>nd</sup> Quarter Expenditure	2 <sup>nd</sup> Quarter Balance	3 <sup>rd</sup> Quarter Expenditure	3 <sup>rd</sup> Quarter Balance	Final Expenditure	Final Unspent Balance
1000 Instructional Salary	50,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
2000 Noninstructional Salary	25,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
3000 Employee Benefits									
4000 Supplies and Materials	[75,000]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
5000 Other Operating	[50,000]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
6000 Capital Outlay	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
7000 Other Outgo	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
Total	200,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]

Summary of implementation of activities and expenditures: These funds will be used to conduct thorough assessments of governance, planning, and budgeting processes, research effective models, and design and implement the improvements. The funds will also be used to explore and implement tools or technology used to support the improvement of our governance, assessment, planning, and budgeting processes. The grant will fund the human resources needed for assessment, research, design and implementation. This can be either consultant or professional expert support, faculty extra service, or classified professional overtime. The grant will also fund the development of revised documentation of our governance, integrated planning and budgeting, and decision-making processes. The grant will also fund the identified tools, technology, or software needed and applicable training and professional development needed for implementation.

If expenditures are lower than expected, or might appear to be lower than expected given the reporting period, please include a short description of the expected expenditures through the remaining period of the grant, and indicate whether you expect there to be an unexpended balance at the end of the one-year period of your grant:

[INSERT]



\*Employee or fringe benefits are not allowable expenditures of monies awarded under this grant.