



November 29, 2016

Ms. Theresa Scott
Executive Vice Chancellor
Yosemite Community College District
P.O. Box 4065
Modesto, CA 95352

Grant Request #: 16-02256

Dear Ms. Scott:

The Board of Directors of College Futures Foundation is pleased to inform Yosemite Community College District that it has approved a grant of \$10,000 to support the district's planning process with Columbia College and Modesto Junior towards an application for the Awards for Innovation in Higher Education. The grant period will be November 17, 2016 through February 3, 2017.

This grant is subject to the terms outlined in the enclosed Grant Agreement (the "Agreement") and attachments. After you have reviewed these documents, please have an authorized signatory of Yosemite Community College District, such as the President, Chair, or a staff person to whom this power has been delegated countersign the Grant Agreement by **December 6, 2016**.

The Program Officer for this grant is Amy Dominguez-Arms. For any questions, please email amydarms@gmail.com.

We are pleased to support this important work and look forward to working with you during the course of the grant.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Jacqueline Khor". The signature is written in a cursive style.

9A74297426F4426
Jacqueline Khor

Vice President for Programs

GRANT AGREEMENT

This grant from College Futures Foundation (the "Foundation") to Yosemite Community College District ("Grantee") is to be used only for the purposes described below and is subject to Grantee acceptance of the conditions specified below. The grant period will be November 17, 2016 through February 3, 2017.

PURPOSE OF THE GRANT

Grantee will undertake a planning process, prepare and submit an application, with Columbia College and Modesto Junior College, for the Awards for Innovation in Higher Education by February 3, 2017.

OBJECTIVES

Grantee is required to refer to these objectives in grant reports to the Foundation.

Objectives
By February 3, 2017:
Objective 1: A cross-campus Planning Team of leading faculty and administrators has discussed and determined specific priorities for the Innovation Award proposal, with engagement and feedback from a Joint College Advisory Committee and the colleges' Academic Senates and College Councils.
Objective 2: A clear and compelling application, outlining plans to connect course offerings across the two colleges and institute additional changes to speed student progress to transfer and degree attainment, has been submitted to the Department of Finance by February 3, 2017 for consideration under the Awards for Innovation in Higher Education.

PAYMENT SCHEDULE

Scheduled Payment Date	Amount
12/9/2016	\$10,000
Payments Total	\$10,000

The first payment is pending receipt of an executed grant agreement. The Foundation reserves the right to adjust this payment schedule upon 15 days written notice to Grantee.

REPORTING SCHEDULE

Date Due	Report Type
03/3/2017	Final Narrative and Financial Report

All financial reports must account for the use of the Foundation's grant funds against the agreed upon budget (Attachment A).

I. EXPENDITURE OF GRANT FUNDS

This grant (together with any income earned upon investment of grant funds) is for the purpose outlined in this agreement and may not be expended for any other purpose without the Foundation's prior written approval. Grantee must submit a written request in advance if it wishes to change the purpose, terms, or allocation of grant funds, or to extend the spending deadline.

FINANCIAL RECORDS: Grantee shall treat the grant funds (together with any income earned upon investment of grant funds) as restricted assets and shall maintain books to show the grant funds separately.

COMPLIANCE WITH CODE SECTION 501(c)(3): Grantee may not expend any grant funds in a manner inconsistent with Code Section 501(c)(3), including influencing the outcome of any specific election for candidates to public office, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur. Grantee shall not use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations.

LOBBYING: This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive activity, and the Foundation and Grantee have made no agreement, oral or written, to that effect. Any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of the Foundation. By signing the grant agreement, Grantee hereby affirms that the project's budget, submitted as part of the grant proposal, accurately reflects Grantee's present intentions regarding anticipated levels of lobbying and non-lobbying expenditures for the project.

FURTHER RESTRICTIONS: Children or other close relatives of Grantee program employees or board members may not be considered for scholarships, stipends or payments from funds provided by the Foundation's grant under any circumstances, even if the related employee or board member is not part of the selection process. They remain ineligible for one year after the related individual terminates his/her employment or board service for the grantee program.

II. REPORTING

Grantee is required to submit narrative and financial reports through the Foundation's online grantee portal.

The Foundation reporting requirements and instructions are available online at <http://collegefutures.org/our-grantees/for-grantees/grant-reporting/>. The Foundation may amend its reporting requirements from time to time. Such changes will be reflected online at the aforementioned address. Grantee is responsible for checking the Foundation's website for current requirements at the time a report is submitted.

Failure to submit any required report before the deadline or failure to use the grant funds for the purpose described in this agreement could result in delay or cancellation of remaining payments of this grant, or may make Grantee ineligible for future grants from the Foundation.

III. DISCRETION AND CONTROL

With respect to any sub-grantee(s) or contractor(s) that are entities, Grantee will retain complete discretion and control over, and shall act completely independently of the Foundation with respect to, their selection; The Foundation and Grantee acknowledge that the Foundation has not earmarked grant funds to any such sub-grantee or contractor, and there is no agreement, written or oral, by which the Foundation may cause Grantee to choose any such sub-grantee or contractor.

With respect to any sub-grantee(s) or contractor(s) that are individuals, Grantee shall control the process of their selection and the parties acknowledge and agree that the project shall be undertaken under Grantee's supervision.

IV. NO ASSIGNMENT OR DELEGATION

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this grant without prior written approval from the Foundation.

V. ANTI-DISCRIMINATION

Grantee program must not discriminate on the basis of race, religion, or any other legally protected classification. Programs may *target* students in racial, ethnic or other demographic groups with high financial need and/or low college-going rates, and award scholarships to students in targeted groups.

VI. RECORDS

Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall be required to maintain complete and accurate financial records with respect to this grant, along with any other information reasonably requested by the Foundation and copies of any reports submitted to the Foundation, for at least three years following the year in which all grant funds are fully expended.

VII. ACCESS TO RECORDS

Grantee will permit the Foundation and its representatives, at the Foundation's request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

VIII. TAX-EXEMPT STATUS

Grantee represents and warrants that it is one of the following: (a) a nonprofit organization currently recognized by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code") and a public charity under section 509(a)(1), (2), or (3) of the Code; (b) a governmental unit referred to in Section 170(c)(1) of the Code; or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code, and is not a private foundation.

Grantee represents and warrants that if it is a public charity under Code Section 509(a)(3), that it is a Type I supporting organization, and that no disqualified person to the Foundation controls Grantee or any of Grantee's supported organizations.

Grantee represents that it is unaware of any issue or fact likely to result in any changes to the Grantee's tax-exempt status under Sections 501(c)(3) or public charity status. Grantee shall provide the Foundation with immediate written notification of any changes in its tax-exempt or public charity status.

Grantee represents that it has a Board of Directors or other elected or appointed governing body that represents the public interest and has ultimate responsibility to oversee Grantee's financial transactions and programmatic activities.

IX. COMPLIANCE WITH LAW

The Foundation and Grantee agree to abide by all applicable Federal, State, and local laws, rules, regulations, and ordinances in the performance of this agreement.

X. WARRANTY AND INDEMINIFICATION

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in

carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Foundation, its officers, directors, employees, or agents.

Grantee represents and warrants that it has complied, and will remain in compliance, with all laws, statutes and regulations relating to privacy and data security to the extent they apply to Grantee, including (but not limited to) the Family Educational Records and Privacy Act (FERPA), the California Financial Information Privacy Act, and the Gramm-Leach-Bliley Act, including any requirements under those acts to obtain necessary consents for information transfer. Grantee agrees to indemnify the Foundation and its officers, employees, and agents against all costs, expenses (including reasonable attorneys' fees), losses, liabilities, damages, and settlements (collectively, "damages") arising out of or in connection with any claim or suit to the extent such damages arise from or are based on an allegation which, if true, would constitute a breach of this representation and warranty.

XI. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any incidental, special, or consequential damages, including loss of income, profits, revenue or business interruption, or cost of substitute services, or other economic loss, whether or not such party has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, warranty, tort (including negligence and strict liability) or otherwise.

XII. USE OF NAME

Grantee shall submit in advance to the Foundation via email to Regan Douglass, Communications Officer, at rdouglass@collegefutures.org, for review and revision at the sole discretion of the Foundation, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Foundation may include information on the grant in its periodic public reports, its website, and other Foundation communications describing its programs and grants. Neither party shall otherwise use the name, trade name, trademark or other designation of the other party or its affiliates without the prior written permission of the other party.

XIII. PUBLICATIONS OR LICENSES

Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. In furtherance of the Foundation's charitable purposes, Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

XIV. REQUIRED NOTIFICATION

Grantee is required to provide the Foundation with immediate written notification of: (1) its inability to expend the grant for the purposes described in this agreement; or (2) any expenditure from this grant made for any purpose other than those described in this agreement.

Grantee will also notify the Foundation in writing immediately of: any anticipated or actual changes in Grantee's leadership, regardless of title; any key personnel identified either in the Proposal or this Agreement; and any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that the Foundation in its sole discretion may cancel any remaining payments of the grant or require repayment of any unspent funds held by Grantee based on any changes in: Grantee's leadership, regardless of title; key

personnel identified either in the Proposal or this Agreement; or any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement that are individuals.

XV. REMEDIES

If the Foundation determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of the agreement, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation upon demand shall receive the return of all grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to the Foundation.

XVI. GENERAL

The agreement and all matters arising out of or relating to them shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal action or proceeding relating to the agreement shall be brought exclusively in the state or federal courts located in the Northern District of California. Grantee and the Foundation hereby agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding. The failure of the Foundation to exercise any of its rights under the agreement shall not be deemed to be a waiver of such rights. Except as expressly set forth in the agreement, the exercise of any remedy will be without prejudice to other remedies available. In the event any provision of the agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Nothing in the agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Nothing in the agreement, or any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation to make any other grant or contribution to Grantee or any other person. The agreement (which term includes all documents incorporated by reference thereto) shall constitute the complete and exclusive agreement between the parties concerning its subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of the agreement.

ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions are hereby accepted and agreed to as of the date specified.

College Futures Foundation:

By:  Date: 11/30/2016
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Jacqueline Khor
Vice President for Programs

Accepted on behalf of Yosemite Community College District by:

Authorized signature

Date: _____

Name

Title



Attachment A

Budget

EXPENSE CATEGORY	YEAR 1 AMOUNT
Faculty stipends for committee work	\$8,000
Meeting expenses (including mileage, meals)	\$2,000
TOTAL PROJECT EXPENSES:	\$10,000