



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT
Santa Ana College • Santiago Canyon College

2323 North Broadway
Santa Ana, California
92706 -1640
(714) 480-7300

July 28, 2011

Jan Novak
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

RE: Faculty Entrepreneurship Project mini-grant award, Contract # DO-11-009

Dear Jan Novak:

Enclosed are the documents required to award the FEP mini-grant to your institution and to begin implementation of the project. The following items are enclosed and need to be processed as described below:

- Two (2) signed copies of the sub-agreement between Rancho Santiago Community College District and Chabot College for the FEP mini-grant project. Please have the appropriate representative of your institution sign both copies, keep one for your files and return one copy with original signatures to Sarah Santoyo, RSCCD, 2323 North Broadway, Suite 350, Santa Ana, CA, 92706.
- Invoice to distribute the initial 25% of the grant funds, according to the terms outlined in the sub-agreement. Sign the invoice and return it with the signed copy of the sub-agreement.
- Revised project budget notice. The budget in the proposal may have been corrected to meet the following restrictions: indirect is included as part of the total grant award, and indirect is limited to 4%. Information in the notice indicates how much of the award can be claimed for indirect. (*NOTE: Colleges have the option of not including indirect, and would indicate this option on the enclosed invoice.*)

If you have any questions, please contact me.

Sincerely,

Sarah Santoyo, Director of Grants
Resource Development Department
Rancho Santiago Community College District
2323 North Broadway, Suite 350
Santa Ana, CA 92706

Board of Trustees:
Lawrence Labrado, Brian E. Conley M.A., Phillip E. Yarbrough, R. David Chapel Ed.D., John R. Hanna, Mark McLoughlin CPSM, Lisa Woolery M.A.

Chancellor
Raúl Rodríguez, Ph.D.

Building the future through quality education

INVOICE

Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545
jnovak@chabotcollege.edu

DATE: JULY 26, 2011
INVOICE #1

TO Mike Roessler
Rancho Santiago Community College District
2323 North Broadway, Suite 350
Santa Ana, CA 92706
roessler_michael@rsccd.edu
RSCCD Contract #: DO-11-009

CONTACT	JOB	PAYMENT TERMS	DUE DATE
Jan Novak c/o Thomas Clark	Faculty Entrepreneurship Project Mini-Grant	25% of grant award paid upon receipt of signed sub-agreement and completed and signed invoice.	

√ BUDGET OPTION	DESCRIPTION	UNIT PRICE	LINE TOTAL
OPTION #1: __	25% of FEP mini-grant award consisting of \$14,423 of direct costs and \$577 of indirect costs.		
OPTION #2: __	25% of FEP mini-grant award, without indirect.		
	NOTE: Final payment of the award will be contingent upon completion of project deliverables, as confirmed by the project director, Michael Roessler.		
	Term of the award is July 25, 2010 – June 15, 2012.		
		TOTAL	\$3,750

Chabot College: signature confirming payment option: _____

Michael Roessler: signature authorizing payment: _____

REVISED PROJECT BUDGET NOTICE

PROJECT	Faculty Entrepreneurship Project Mini-Grant Award
COMMUNITY COLLEGE AWARDED	Chabot College
RSCCD CONTRACT #	DO-11-009
TOTAL AWARD	\$15,000
Amount of award available for indirect costs of 4%	\$577

TO BE COMPLETED BY RSCCD RESOURCE DEVELOPMENT DEPARTMENT STAFF

Date sub-agreement mailed to subcontractor:

Date sub-agreement received from subcontractor:

Date initial invoice received from subcontractor:

Date final invoice received from subcontractor:

PO#:

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Chabot College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Chabot College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Entrepreneurship Career Pathways Project” Grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Project” (hereinafter “Project”), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**
To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**’s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.
2. **Period of Performance**
The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.
3. **Total Cost**
The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.
4. **Payment**
25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

7. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

8. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

9. Mutual Indemnification

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

10. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Sub-agreement between RSCCD and Chabot College

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Chabot College
Jan Novak c/o Thomas Clark
25555 Hesperian Boulevard
Hayward, CA 94545
jnovak@chabotcollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Chabot College

By: _____



By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Name: _____

Title: _____

Date: _____

7/27/11

Date: _____