

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of **July 30, 2020**, 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. Subject to the terms and conditions stated in this Grant Agreement, Community Initiatives (CI) agrees to grant to Grantee funds in the amount of **one-hundred eleven thousand dollars (\$111,000)**, (the “Grant”) for the grant period of **August 3, 2020 to June 30, 2021**. The grant shall be disbursed to Grantee in installments as set forth on Exhibit A.

2. The Grant is to be used exclusively to engage in activities intended to support the implementation of programming and services for undocumented student and families, as further set forth by Grantee, and attached hereto as Exhibit B (collectively, the “Grant Purposes”). The Grant shall be used by Grantee in furtherance of the Grant Purposes in a manner consistent with CI’s charitable and educational purposes within the meaning of IRC Section 501(c)(3), and within the Project’s purpose of Immigrants Rising’s mission to empower undocumented young people to achieve educational and career goals through personal, institutional and policy transformation.

a) The Grant shall also be used in a manner that is consistent with the budget submitted by Grantee related to the activities to be funded by the Grant and attached hereto as Exhibit C. Grantee shall not use the Grant in a manner that varies more than ten percent (10%) from any line item in the budget attached hereto as Exhibit C unless CI provides prior written consent for such varied use of the Grant funds. Grantee shall use the Grant only for the Grant Purposes described above, shall treat the Grant as restricted for the Grant Purposes, and shall repay to CI any part of the Grant that is used for any purpose other than the

Grant Purposes, unless CI provides prior written consent for such use.

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 and financial report is to be furnished and will be due on **December 11, 2020**. This initial report should contain details pertaining to the financial accounting as of **November 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. The final period-ending report will be due **July 31, 2021**, 31 days after the close of the grant period, and will include details pertaining to the financial accounting as of **June 30, 2021** 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 D 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, Ed.D.

Title: Director, CA Campus Catalyst Fund

Chabot College

DATED: _____

Signed: _____

Name: Ronald P. Gerhard

Title: Chancellor

EXHIBIT A: DISBURSEMENT SCHEDULE

| Disbursement # | Amount | Disbursement Condition | Target Payment Date* |
|-----------------------|---------------|--|---|
| #1 | \$55,500 | Unconditional, upon receipt of a fully signed copy of this Agreement. | Upon receipt of a fully signed copy of this Agreement |
| #2 | \$55,500 | Conditional, upon receipt of a sufficient written report that at least 50% of funds received in Disbursement #1 have been expended in furtherance of the Grant Purposes. | Expected on or about December 11, 2020 |

* The target payment dates set forth herein are targets only and CI retains discretion to distribute payments on such dates as it determines.

Additional Disbursement Terms and Conditions:

1. With respect to each conditional disbursement, Grantee shall provide supporting documentation for CI to verify the achievement of the applicable conditions. Please contact CI in advance to determine what supporting documentation will be considered sufficient. If Grantee fails to provide CI with sufficient supporting documentation by the date specified above or if CI has determined that Grantee has not achieved the applicable condition(s), then CI in its sole discretion elect not to make the disbursement.
2. Should CI elect not to make any disbursement (or portion thereof), the Grant shall automatically be reduced by any such amount.
3. CI understands that there may be a variety of reasons why certain conditions may not be met by Grantee. Should Grantee believe it will have difficulty in meeting the conditions stated here, it shall confer in advance with CI regarding its concerns. CI may, in its sole discretion, waive any condition to a disbursement.
4. CI shall have the right to withhold any disbursement(s) of the Grant should Grantee fail to comply with the requirements of the Grant Agreement, including any reporting requirements.

EXHIBIT B: GRANT PURPOSES

This grant is made only for the purposes stated in this letter and to support:

Grant Goals:

1) Support for AB540 and Residency Reclassification Specialist to assist undocumented students and review AB 540 and residency reclassifications petitions

2) Develop Non Credit Course Sequence curriculum for coursework for undocumented students.

3) Develop and implement a virtual outreach strategy to engage with K-12 educators and others in the greater East Bay community, particularly areas with higher numbers of undocumented students who attend or will attend Chabot College.

Measurable objectives to track outcomes related to the goals listed above:

1. Program staff will identify 50 new students for an Increase of AB540 students to 604.

2. Staff will host one Dreamer's Orientation and two social media live events (one per semester) with at least 30 participants at each event.

3. Staff will complete the curriculum design for a college success course and a career course, focused on the undocumented student experience, by April 30, 2021.

4. Staff will attain course approvals from the Curriculum Committee by June 30, 2021.

5. Host 2 online events per semester for the high school and adult school feeder area which includes Hayward, San Leandro, San Lorenzo, Castro Valley.

6. Host 2 online best practice sessions for all feeder High schools counselors through the Chabot Area Counseling Collaborate.

7. Host 2 online events per semester with a community Organization/Association (for example, Faith in Action as a way to promote Chabot College and community resources for undocumented populations in the region.

EXHIBIT C: PROJECT BUDGET

| California Campus Catalyst Fund - Year 3 Approved Budget | |
|--|--------------------------------|
| Campus Name: | Chabot College |
| Contact Person (responsible for DRAFTING this budget): | Abigail Patton |
| Contact Person (responsible for IMPLEMENTING this budget): | Abigail Patton |
| Project Dates: | August 3, 2020 - June 30, 2021 |
| BUDGET ITEMS | Amount |
| Staffing/Personnel | |
| Part-time Dream Center Counselor Coordinator (15 hours/36 weeks) | \$ 35,100 |
| Part-Time AB540 and Residency Specialist | \$ 20,000 |
| Hours for Faculty Curriculum Design (40 hours, 3 faculty) | \$ 7,500 |
| Hours for UndocuAlly and Virtual Community Trainings (20 hours, 2 faculty) | \$ 2,400 |
| Financial Aid Overtime (20 hours) | \$ 1,000 |
| Total Staffing: | \$ 66,000 |
| Benefits | |
| Dream Center Coordinator | \$ 14,000 |
| AB 540 Residency Specialist Benefits | \$ 8,000 |
| Total Benefits: | \$ 22,000 |
| Supplies & Materials | |
| Outreach Materials | \$ 2,000 |
| Student Supplies (\$50 X 100) | \$ 5,000 |
| Total Supplies & Materials: | \$ 7,000 |
| Other Operating Expenses | |

| | |
|---|-------------------|
| UndocuAlly Training, Speaker Series, Dream Team Retreat | \$ 1,000 |
| Total Other Operating Expenses: | \$ 1,000 |
| Total Programs Direct Costs: | \$ 96,000 |
| Indirect Costs: | \$ 15,000 |
| Total Grant Costs: | \$ 111,000 |

| Category | Program Budget Narrative |
|---------------------------------|--|
| Staffing | <p>0.5 FTE Dream Center Counselor/Coordinator provides dedicated support and academic and socio-emotional counseling to students visiting the Dream Center; coordinates and conducts Dream Center workshops, events and activities; develops outreach materials and resources; and serves as the primary contact for the CA Campus Catalyst Grant program staff.</p> <p>0.5 FTE AB540 and Residency Specialist will provide outreach and in-reach to identify current and potential chabot students eligible for AB540 or Resident Reclassification, and support students through the application process.</p> <p>Time for counselor facilitation and preparation of UndocuAlly Trainings for 2 sessions per year (3 hours for prep, 6 hours for facilitation for two counselors) and Virtual Session with community and school partners (3 sessions), curriculum development for non-credit coursework focused on undocumented students (40 hours per faculty, 3 faculty)</p> |
| Fringe Benefits | Consolidated Fringe Benefits for Counselor and AB540/ Resident Specialist |
| Other Operating Expenses | <p>Supplies for students attending Undocu Orientation and workshops. Outreach materials that promote and market services.</p> <p>Student Personal and Professional Growth Excursions</p> |

| | |
|--|---|
| | <p>(e.g., College Tours, Conferences, Tour of labs and companies); legal aid workshops, and entrepreneurship workshops.</p> |
|--|---|

EXHIBIT D: 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.