SANTA CLARITA COMMUNITY COLLEGE DISTRICT

**INNOVATION AND EFFECTIVENESS GRANT AGREEMENT**

**[INSERT APPLICANT DISTRICT'S NAME]**

**[INSERT COLLEGE NAME, IF APPLICABLE]**

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 **[INSERT APPLICANT DISTRICT’S NAME]** (“Applicant District”). SCCCD 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 College Innovation and Effectiveness Plan.
2. **Grant Funding.** Applicant District shall receive funding in the amount listed on the Application (“Grant Funds”) within sixty (60) days of SCCCD’s receipt of a fully-executed Agreement, and Applicant District has submitted a completed Vendor Form/Substitute Form W-9 to SCCCD at <https://www.canyons.edu/administration/contracts/businesswithcoc.php>.

1. **Term.** Applicant District will have a period of twelve (12) months from the date of last signature on this Agreement (“Term”) to expend the Grant Funds received through the Institutional Effectiveness Partnership Initiative (“IEPI”) program. Any request for extension will be subject to the written approval of SCCCD. Any unused Grant Funds will be required to be returned per SCCCD’s directions.
2. **Semi-Annual Report.** Applicant District shall complete and submit to SCCCD a semi-annual progress and expenditure report six (6) months after the beginning of the Term. Applicant District will document the progress and Grant Funds expended to date per the Application and submit the report to SCCCD within thirty (30) days of the end of the six-month period. Applicant District must use the Innovation and Effectiveness Grant Progress Report template attached hereto as Exhibit B, or a similar form provided by SCCCD. If Applicant District’s expenditure is lower than expected, Applicant District must provide additional information and indicate the timeframe for expending the balance.
3. **Final Report.** Applicant District shall complete and submit a final report to SCCCD, documenting the impact and results of the College Innovation and Effectiveness Plan and Grant Funds and the final accounting within thirty (30) days of the conclusion of the Agreement, including backup document derived from a college-generated report, outlining the total expenses. Applicant District must use the template attached hereto as Exhibit B or similar form provided by SCCCD.
4. **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 SCCCD, Chancellor’s Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the Grant.
5. **Changes to Application/Agreement**. Applicant District understands and agrees that no changes will be made to the approved expenditures after SCCCD has approved the Application without written authorization by SCCCD. Unauthorized changes will not be paid by SCCCD.
6. **Regulatory Compliance**. By signing this Application and Agreement and accepting Grant Funds, 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.
7. **Indemnification.** Applicant District agrees to defend, hold harmless, and indemnify SCCCD, 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 SCCCD. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

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 SCCCD, 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.

1. **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 SCCCD 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.
2. **Trademark/Logo Use**. Applicant District must obtain written approval from SCCCD’s Public Information Office (“PIO”) to use the SCCCD’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.
3. **Creative Commons Attribution License**. Applicant District agrees that any works created under this Agreement funded by the California Community Colleges Chancellor’s Office carry 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.
4. **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, Applicant District shall submit a refund to SCCCD of any unexpended Grant Funds within thirty (30) days of the date of termination. Written notice by SCCCD 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. In the event of early termination, the Parties agree to collaborate in good faith to complete reporting and financial reconciliation.
5. **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 SCCCD.
6. **Compliance with Applicable Laws**. The Applicant District’s obligations completed herein must meet the approval of the SCCCD and shall be subject to the SCCCD’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.
7. **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.
8. **Entire Agreement/Amendment**. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing 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.
9. **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 race, color, religion, genetic information, nationality, national origin, ancestry, pregnancy, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation, military or Vietnam-era veteran status, or any other characteristic protected by law.
10. **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.
11. **Notice**. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent via electronic mail, or by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

SCCCD: Santa Clarita Community College District

Attn: Contracts Department

26455 Rockwell Canyon Road

Santa Clarita, CA 91355

Phone: (661) 362-3476

Email: [contracts@canyons.edu](mailto:contracts@canyons.edu)

Applicant District: **[INSERT APPLICANT DISTRICT’S NAME]**

**[IF BUSINESS INSERT CONTRACT PERSON’S NAME]**

**[INSERT ADDRESS]**

**[INSERT CITY, STATE, ZIP]**

**Phone: [INSERT PHONE NUMBER]**

**Email: [INSERT EMAIL ADDRESS]**

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.

1. **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.
2. **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 County, California.

IN WITNESS WHEREOF, Parties hereby agree.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | |  |  | |
| **APPLICANT DISTRICT BOARD-AUTHORIZED APPROVER** | | |  | **SANTA CLARITA COMMUNITY COLLEGE DISTRICT** | |
| BY: |  | |  | BY: |  |
|  | Signature of Authorized Representative | |  | Signature of Authorized Representative | |
| Print  Name |  | |  | Print Name | **Daylene Meuschke** |
| Print  Title |  | |  | Print  Title | **Vice President, Institutional Research, Planning,**  **& Institutional Effectiveness** |
| Date |  | |  | Date |  |
|  | |  | | | |
|  |  | |  |  | SCCCD Contract # . |

**EXHIBIT A**

SANTA CLARITA COMMUNITY COLLEGE DISTRICT (“SCCCD”)

**Innovation and Effectiveness Grant Request**

|  |  |
| --- | --- |
|  | **PROJECT #** THIS BOX TO BE COMPLETED  BY SCCCD |

**DISTRICT INFORMATION (“Applicant District”)**

|  |  |
| --- | --- |
| District  Name |  |
| College  Name |  |
| Street  Address |  |
| City  State, Zip |  |

**APPLICANT DISTRICT/COLLEGE CONTACT INFORMATION**

|  |  |
| --- | --- |
| **Primary (District)**  Contact Name |  |
| Title |  |
| Email Address |  |
| Telephone |  |
| **Secondary (College)**  Contact Name |  |
| Title |  |
| Email Address |  |
| Telephone |  |

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

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| --- |
|  |

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

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|  |

**AMOUNT REQUESTED:**

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| $ |

Please attach:

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

SCCCD Use Only

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved for Payment

**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* |
|  |  |  |  |
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|  |  |  |  |
|  | **TOTAL:** |  |  |

NOTE: Employee benefits are only allowable for newly hired employees under the Grant.

**Attachment B**

**Innovation and Effectiveness Plan**

**INSERT**

**EXHIBIT B**

**Innovation and Effectiveness Grant Progress Report**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Object of Expenditure | Budget | Semi-Annual Expenditure | Semi-Annual Balance | Final Expenditure | Final Unspent Balance |
| 1000 Instructional Salary |  |  |  |  |  |
| 2000 Non-Instructional Salary |  |  |  |  |  |
| 3000 Employee Benefits |  |  |  |  |  |
| 4000 Supplies and Materials |  |  |  |  |  |
| 5000 Other Operating |  |  |  |  |  |
| 6000 Capital Outlay |  |  |  |  |  |
| 7000 Other Outgo |  |  |  |  |  |
| Total |  |  |  |  |  |

Summary of implementation of activities and expenditures:

|  |
| --- |
|  |

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.