

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
INNOVATION AND EFFECTIVENESS GRANT AGREEMENT

Laney College, Peralta Community College District]

July 1, 2016-June 30, 2017]

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 Laney college, Peralta Community College District ("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 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 SCCCD. Any unused funds will be required to be returned per SCCCD'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 SCCCD, 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 SCCCD, 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 SCCCD has approved the Application without written authorization by SCCCD. Unauthorized changes will not be paid by SCCCD.
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 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.
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 SCCCDC 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 SCCCDC's Public Information Office ("PIO") to use the SCCCDC'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.
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, SCCCDC shall compensate Applicant District only for services satisfactorily rendered to the date of termination. Written notice by SCCCDC 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 SCCCDC.
15. **Compliance With Applicable Laws.** The Applicant District's obligations completed herein must meet the approval of the SCCCDC and shall be subject to the SCCCDC'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.
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.** 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.
18. **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 SCCCDC, on the basis of 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.
19. **Non-Waiver.** The failure of SCCCDC 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.
20. **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: Laney College, Peralta Community College District

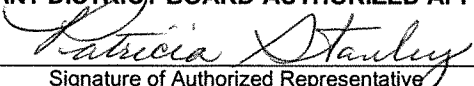
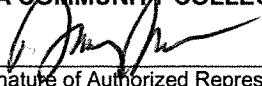
900 Fallon Street]
Oakland, CA 94607

pstanley@peralta.edu

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.

- 21. **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.
- 22. **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 DISTRICT BOARD-AUTHORIZED APPROVER		SANTA CLARITA COMMUNITY COLLEGE DISTRICT	
BY:		BY:	
	Signature of Authorized Representative		Signature of Authorized Representative
Print Name	Patricia Stanley	Print Name	Barry Gribbons
Print Title	President (Interim)	Print Title	Deputy Chancellor
Date	5/26/16	Date	

SCCCD Board Approval Date: August 12, 2015

EXHIBIT A

Innovation and Effectiveness Grant Application (including Attachment A and Attachment B)

[INSERT APPLICATION AND ATTACHMENTS]

SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("SCCCD")

Application

Innovation and Effectiveness Grant Request

PROJECT #	THIS BOX TO BE COMPLETED BY SCCC
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DISTRICT INFORMATION ("Applicant District")

District Name	Peralta Community College District
College Name	Laney College
Street Address	900 Fallon St.
City State, Zip	Oakland, CA

APPLICANT DISTRICT/COLLEGE CONTACT INFORMATION

Primary (District)	
Contact Name	Yashika Crawford, PhD
Title	Vice-Chancellor
Email Address	ycrawford@peralta.edu
Telephone	(510) 466-7204 (office)
FAX #	
Secondary (College)	
Contact Name	Patricia Stanley, Ed.D.
Title	President
Email Address	pstanley@peralta.edu
Telephone	510-464-3236
FAX #	

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

The Laney College Innovation and Effectiveness Plan is directed towards the college's Integrated Planning and Evaluation capability. The seed grant funds will provide a foundation from which to integrate planning processes and decision-making together with identifying gaps in much needed support technologies. In addition we shall clarify the structure, roles and responsibilities of the decisionmaking process and update a guidance manual of decisionmaking for the college.

The funds will support two new pilot programs: designing online Learning Assessment Instruction Modules and creating Distance Education accountability measures. These projects will move through the design, development and implementation processes so that the college is well informed on how to evaluate our learning objectives and distance learning courses.

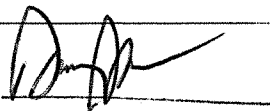
Finally, the funds for the research activities will supply customized for Laney time critical surveys and MIS reporting.

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

July 2016-July 2017

AMOUNT REQUESTED:

\$150,000 (not to exceed \$150,000)

APPROVED 

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
5000	Other operating	\$20,000	Consultant to write guidance manuals
1000	Acadmeic Salaries	\$15,000	Faculty to review and integrate process and technology options
5000	Other operating	\$6,000	Workshops, Technology inventories, customize BI tool
5000	Other operating	\$41,000	Consultants to conduct essential studies for Laney College
5000	Other operating	\$20000	Consultant, IR analyst and data instructor
1000	Academic Salaries	\$20,000	Reassigned time for 2 members of Faculty to develop tools for Learning Assessment campus wide deployment
1000	Academic Salaries	28,000	Reassigned time for Faculty to design and develop accountability measures for Distance Education courses then train the faculty in best practices; Instructional Technology and Distance Education specialist to assist with processes, accountability measures and training.
	TOTAL:	\$150,00	

APPROVED



**Institutional Effectiveness Partnership Initiative
Partnership Resource Teams
College Innovation and Effectiveness Plan**

Date: May 23, 2016



Name of Institution: Laney College

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
A. Decision-making and Implementation Processes for Integrated Planning	1. Building on 2015-16 workshops, develop Guidance documents/manuals for Integrated Planning, Decision-making, Budget, and Implementation. 2. Document district governance processes that intersect college effectiveness	Patricia Stanley, Interim College President	Fall 2016	a. Review existing materials and create the manuals, including a web-based communication strategy, an evaluation cycle to ensure continuous improvement, and mapping of timelines b. Create a function map of detailed roles and responsibilities; create and implement an evaluation process to assess linkage between district governance processes and the effectiveness-related processes at the college	a. Manuals created and approved through college governance process b. New integrated processes implemented starting end of Spring 2016; evaluation process designed and communicated by the same time	
B. Integrating Planning and Technology Support	1. Design, develop and implement an audit of BOTH college technology and planning processes	Antoine Mehroualey, Technology Lead	Spring 2017	a. Analyze needs, priorities and user experience of college planning processes b. Conduct technology audit to determine full capability and identify gaps that would support planning c. Create and deploy ongoing workshop trainings targeting department chairs and faculty on the implementation of new and existing processes and technology	a. Manual/Guidance documents describing both processes and applications and their use are created and disseminated b. Audit of technology and planning processes completed c. Ongoing workshop series implemented with department chairs and faculty in both fall and spring	

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
C. Research Staffing and Evaluation	<ol style="list-style-type: none"> 1. Inventory and prioritize research and evaluation needs 2. Evaluate the data infrastructure in collaboration with other district colleges 3. Customize assess to data on BI Tool 4. Provide ongoing, ad hoc, MIS-level data training as well as practitioner-level training to faculty on research queries, data gathering and analysis 5. Engage consulting firm to enact a transition strategy for a program of research 	President Stanley	Fall 2016-Spring 2017	<ol style="list-style-type: none"> a. Engage consultant to conduct a participatory audit/inventory and evaluation within Laney and with other colleges in the district b. Provide training on BI tool; customize to the needs of different type of user needs c. Engage consultant to provide the needed training for faculty and administrators d. Engage consulting firm to jumpstart the needed research program at Laney College. <p>Conduct studies to address Enrollment Management Issues (survey), Dimensions of Equity Needs for disproportionately impacted student groups (focus groups, interviews), CTE Employers and former Student Satisfaction with CTE Programs (interviews), and a review of grant opportunities that address Laney College programs and needs</p>	<ol style="list-style-type: none"> a. Inventory and evaluation conducted b. Training on BI Tool's designed, developed and implemented c. Seminars provided to faculty and administrators as needed d. Research program transition strategy implemented 	
D. Assessment of Learning Outcomes (SLO, PLO, ILO) [added by the College after the second PRT visit]	<ol style="list-style-type: none"> 1. Provide training for faculty to perform assessment at all levels, and use web-based application to enter and analyze data and update curriculum based on assessment results 2. Develop handbook and rubrics for ILO assessment 3. Develop proficiency in PLO Assessment 	Heather Sisineros and Rebecca Bailey	Progressively throughout Summer, Fall and Spring 2016-17	<ol style="list-style-type: none"> a. Develop, implement, monitor, and maintain Moodle course for faculty on assessment of SLO, PLO, and ILO. b. ILO Coordinator consults with departments to integrate elements of assessment leading to scaling up of ILO practices across the campus c. Research and develop frameworks, conduct workshops, and provide one-one consultation services to assist faculty with PLO assessment 	<ol style="list-style-type: none"> a. Deployment of Moodle Shell b. ILO assessment handbook exists online as exemplar for future ILO assessment c. Initiated research and development for the frameworks needed in 2016-17 	
E. Distance Education [added by the College after the second PRT visit]	<ol style="list-style-type: none"> 1. Develop college processes, training, and accountability measures for Distance Education 	Inger Stark, Department of Sociology Co-Chair and/or Distance Education Coordinator		<ol style="list-style-type: none"> a. Review best practices for Distance Education in Community Colleges related to both professional development and accountability b. Design, develop and implement an improvement plan that is customized for Laney College faculty and students c. Design, develop and implement professional development units specific to Distance Education parameters and pedagogy 	<ol style="list-style-type: none"> a. Implementation of a new Distance Education Addendum b. Increased faculty participation in professional development c. Completed plan for assessment of on-line courses 	

Request for IEPI Resources to Support College Innovation and Effectiveness Plan

Applicable Area(s) of Focus <i>(Copy from table above.)</i>	Applicable Objective(s) <i>(Copy from table above.)</i>	Description of Resource Needed <i>(Refer to Action Steps above as appropriate.)</i>	Cost of Resource
A. Decision-making and Implementation Processes for Integrated Planning	Building on 2015-16 workshops, develop Guidance documents/manuals for Integrated Planning, Decision-making, Budget, and Implementation Document district governance processes that intersects college effectiveness	Independent contractor to consult with faculty and administrators and write the manuals and document district processes	\$20,000
B. Integrated Planning and Technology Support	Design, develop and implement an audit of BOTH college technology and planning processes	Reassigned time of faculty	\$15,000
C. Research Staffing and Evaluation	Inventory and prioritize research and evaluation needs Evaluate the data infrastructure in collaboration with other district colleges Customize assess to data on BI Tool Engage consulting firm to enact a transition strategy for a program of research Provide ongoing, ad hoc MIS-level data training as well as practitioner-level training to faculty on research queries, data gathering and analysis	Consultant to lead workshop(s) to conduct inventories, customize the BI Tool for specific classes of users Contract with Research Firm to conduct essential and time critical studies for Laney College Contract with IR analyst and instructor	\$6,000 \$41,000 \$20,000
D. Assessment of Learning Outcomes (SLO, PLO, LLO) [added by the College after the second PRT visit]	Provide training for faculty to perform assessment at all levels, and use web-based application to enter and analyze data and update curriculum based on assessment results Develop handbook and rubrics for LLO assessment Develop proficiency in PLO Assessment	Reassigned time in 2016/17 for 2 members of the faculty to develop, monitor and maintain Moodle course for faculty on assessment of SLOs, PLOs, and LLOs, as well as for member of the faculty to initiate research and develop frameworks	\$20,000
E. Distance Education [added by the College after the second PRT visit]	Develop college processes, training and accountability measures for Distance Education	Reassigned time for member of faculty to design and develop accountability measures, then train the faculty in distance education best practices Instructional Technology and Distance Education Specialist to assist with processes, training, and accountability measures.	\$15,000 \$13,000
Total IEPI Resource Request (not to exceed \$150,000 per college)			\$150,000

EXHIBIT B

IEPI Innovation and Effectiveness Grant Progress Report

Object of Expenditure	Budget	1 st Quarter Expenditure	1 st Quarter Balance	2 nd Quarter Expenditure	2 nd Quarter Balance	3 rd Quarter Expenditure	3 rd Quarter Balance	Final Expenditure	Final Unspent Balance
1000 Instructional Salary									
2000 Noninstructional 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:

