GRANTEE PROJECT/PROGRAM AGREEMENT

This grant agreement, “the AGREEMENT” is entered into by and between the Foundation for Early Learning, hereinafter referred to as the “FOUNDATION” and Walla Walla Community College Foundation, located at 500 Tausick Way, Walla Walla, WA 99362 hereinafter referred to as “GRANTEE.”

This AGREEMENT is predicated on the following:

The GRANTEE shall perform the activities indicated in the Statement of Work (Exhibit B), maintaining the necessary administrative, fiscal and reporting systems required and will be responsible for providing the staffing and resources necessary to ensure the completion of that task or activity.

The GRANTEE shall perform all activities indicated in the Statement of Work (Exhibit B) in accordance with the AGREEMENT Budget (Exhibit A). The GRANTEE shall spend the grant award for the line items listed in the AGREEMENT Budget (Exhibit A), unless written authorization is obtained from the FOUNDATION.

The parties contemplate that the grantee will enter into agreements with the subrecipients as described in the original grant proposal. The GRANTEE shall ensure that provisions described in sections I-V, IX-XI, XIII and XVI-XVIII are included in any sub recipient agreements.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

EXHIBITS INCORPORATED BY REFERENCE - In addition to the rights and obligations of the parties set forth in this AGREEMENT, the rights and obligations of the parties to this AGREEMENT shall be subject to, and governed by, the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A PROJECT BUDGET
EXHIBIT B STATEMENT OF WORK
EXHIBIT C SIGNATURE AUTHORIZATION FORM

DEFINITIONS - Terms used throughout this AGREEMENT are defined below.

“AGREEMENT” shall mean this grant agreement and the exhibits incorporated as referenced in section I, for services and activities funded as a result of the Foundation for Early Learning grant to the GRANTEE for Walla Walla Valley Early Learning Coalition.

"DIRECTOR" shall mean the Executive Director of the Foundation for Early Learning or the Director's delegate named in writing.

"FOUNDATION" shall mean the Foundation for Early Learning, or any of the officers or other officials lawfully representing that FOUNDATION.

"GRANTEE" shall mean the Walla Walla Community College Foundation, the organization performing services under this AGREEMENT, and shall include all employees of the GRANTEE.

"SUB-RECIPIENT" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this AGREEMENT under a separate agreement with the GRANTEE. The term "SUB-RECIPIENT" means SUB-RECIPIENT in any tier.

I. NONDISCRIMINATION

The GRANTEE must have non-discriminatory policies with regard to race, color, age, gender, marital status, sexual orientation, political ideology, age, creed, religion, heritage, ancestry, national origin or sensory, mental, or physical ability.
II. CONFLICT OF INTEREST

No person shall hold a position or award a SUB-RECIPIENT agreement funded under this AGREEMENT over which a member of his/her immediate family exercises personnel or fiscal authority, whether direct or indirect.

No person shall hold a position while either he/she or a member of his/her immediate family serves on a board or committee who, either by policy or practice, regularly nominates, recommends, or screens candidates for employment by the FOUNDATION or program by which he/she is employed.

For the purpose of this section, a member of an immediate family shall include those persons related by blood or marriage or living in the same household and shall include, but not be limited to: father, mother, spouse, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, domestic partner.

III. AMOUNT AND PERIOD OF OBLIGATION

This AGREEMENT implements a grant of $14,479.00 from 6/18/09 through 10/31/09. The GRANTEE may use funds only for allowable costs, as detailed in Exhibit A, AGREEMENT Budget, resulting from obligations incurred during the funding period and any pre-award costs specifically authorized.

IV. ALLOWABLE COSTS

Foundation grant funds may be used for line items indicated in the AGREEMENT BUDGET (EXHIBIT A).

V. BUDGET REVISIONS

The GRANTEE's budget is attached as Exhibit A and incorporated herein. Any material changes to the nature of the project or program as described in the STATEMENT OF WORK and AGREEMENT BUDGET, as determined by the Foundation's representative, must be approved by the foundation prior to implementation.

VI. PAYMENT

The FOUNDATION shall pay grant payments to the GRANTEE for expenses allowed in section IV. Individual payments are subject to approval by the Foundation’s representative upon review of progress reports and other evidence of compliance with the STATEMENT OF WORK (EXHIBIT B). Assuming satisfactory progress, as determined by the FOUNDATION’s designee, payments shall be made as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/31/09</td>
<td>$7,239.50</td>
</tr>
<tr>
<td>11/15/09</td>
<td>$7,239.50</td>
</tr>
</tbody>
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VII. SIGNATURE AUTHORIZATION

The GRANTEE shall submit a SIGNATURE AUTHORIZATION FORM (EXHIBIT C) reflecting the authorized signatory for agreements, amendments, and expenditure reports and requests for payment. Any changes to signature authority require that an updated SIGNATURE AUTHORIZATION FORM be submitted to the FOUNDATION.

VIII. PROGRAM INCOME

Program income earned during the course of the project shall be retained by the GRANTEE and used to further project/program objectives.

IX. GRANTOR ACKNOWLEDGEMENT

The GRANTEE agrees to acknowledge the FOUNDATION’s support of the planning effort in appropriate publications and meetings.

X. RECORDS AND DOCUMENTS
GRANTEE financial systems shall comply with Generally Accepted Accounting Principles (GAAP). The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the FOUNDATION, and federal officials so authorized by law, rule, regulation, or agreement. The GRANTEE will retain all books, records, documents, and other materials relevant to this AGREEMENT for three years from the date of final payment, and make them available for inspection by persons authorized under this provision.

Upon the Foundation’s request, the grantee shall obtain authorization from project participants to allow the FOUNDATION to obtain and use photographic, written and oral evidence of funded activities.

XI. POLITICAL ACTIVITIES PROHIBITED

Federal law limits political activities of the Foundation, and the GRANTEE and its employees and officers as grant recipients. The grantee understands that section 501(c)3 of the IRS Code prohibits an organization from intervening in any campaign for political office, or from engaging in attempts to influence legislation as any substantial portion of its activities. No funds from this grant may be used for intervening in any political campaign or attempting to influence legislation, including lobbying or working for or against ballot measures.

XII. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default by the FOUNDATION. Waiver or breach of any provision of the AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the AGREEMENT unless stated to be such in writing, signed by the DIRECTOR and attached to the original AGREEMENT.

XIII. APPROVAL

This AGREEMENT shall be subject to the written approval of the FOUNDATION's authorized representative and shall not be binding until so approved. The AGREEMENT may be altered, amended, or waived only by a written amendment executed by both parties. The GRANTEE may request changes in the implementation of the project or program, or the time line for which funds are expended. Such amendments require the signatures of designated representatives of the FOUNDATION. The GRANTEE shall not effect changes prior to the date of execution of the amendment relating to the specific changes.

XIV. PROGRAM MANAGEMENT

The GRANTEE shall notify the FOUNDATION of the staff person responsible for the performance of this AGREEMENT. The GRANTEE shall provide the FOUNDATION with the individual’s name, address, telephone number, e-mail address, and any subsequent changes.

The GRANTEE shall implement the project or program defined in the AGREEMENT as approved by the FOUNDATION and notify the FOUNDATION of proposed changes in program design. FOUNDATION staff may also monitor and evaluate program performance during on-site visits. At a minimum, on a quarterly basis, FOUNDATION staff will review the GRANTEE’s level of program performance as well as the GRANTEE’s actual and projected expenditures. The assigned FOUNDATION staff member will monitor the performance of this AGREEMENT, approve requests for payment submitted by the GRANTEE, and determine the acceptability of any reports provided by the GRANTEE. Failure of the GRANTEE to implement the project or program as described in the AGREEMENT and subsequent amendments and applicable local, state, or federal laws or regulations, may result in the reduction of funds or the termination of this AGREEMENT. The FOUNDATION reserves the right to determine the amount of any reduction based on GRANTEE performance, and to unilaterally amend the AGREEMENT to effect any reduction. Any reduction shall be based on a review of the GRANTEE's expenditure patterns, actual performance, and a discussion between the FOUNDATION and the GRANTEE. 30 days prior notice from the FOUNDATION will be given prior to reduction of funds.

XV. REQUIRED REPORTS
The GRANTEE must submit updated quarterly financial statements in conjunction with progress reports described below. Grantees, which have audited financial statements, must submit a copy to the FOUNDATION when they become available.

The GRANTEE shall submit quarterly reports which detail the progress achieved towards objectives as reflected in the STATEMENT OF WORK (EXHIBIT B) and any progress or obstacles in realizing objectives. Progress reports are due on the following dates:

8/15/09 10/31/09

A final report shall be prepared and submitted to the FOUNDATION by 10/31/09, which should include:

- A financial statement detailing how grant funds were used.
- A consolidated statement reflecting the activities and accomplishments during the grant period in the performance dimensions used for quarterly reporting.
- A candid assessment of the successes and failures of the project.
- Any lessons that would help to inform future grant making by the Foundation, as well as improve the Foundation’s grant making and monitoring processes.

The GRANTEE shall be obligated to submit required reports after the close of the AGREEMENT period, during the transfer of obligations to another GRANTEE, or upon termination of the AGREEMENT for any reason.

XVI. COMMUNITY RESOURCES

The GRANTEE shall make a reasonable and ongoing effort, throughout the AGREEMENT period, to secure resources from private and public entities for the continuation of these efforts after the end of this AGREEMENT period. Documentation of any collaborative efforts and securing of resources which benefit this program shall be kept current and on file in the office of the GRANTEE, and available for review, upon request, by the FOUNDATION. The GRANTEE shall maintain copies of all reimbursement requests by SUB-RECIPIENTS for services provided with funds under this AGREEMENT. The GRANTEE shall maintain records that disclose all costs allowable for reimbursement.

XVII. INDEMNIFICATION

Each party to this Agreement shall be responsible for the negligence of its own officers, agents, and employees. Neither party shall be construed to be the officer, agent or employee of the other. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. In the event the need for litigation arises in the administration of the terms of this Agreement, each party shall bear its own costs and attorney fees. The venue of any such litigation shall be King County, Washington.

XVIII. LIABILITY INSURANCE

The FOUNDATION assumes no liability with respect to bodily injury, illness, accident, theft, or any other damages or losses concerning persons or property, or involving the SUB-RECIPIENT's equipment or vehicles.
XIX. ENTIRE AGREEMENT AND DOCUMENTS INCORPORATED BY REFERENCE

This AGREEMENT including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

XX. GOVERNING LAW & CONFORMANCE

The parties agree that the laws of Washington State shall govern this AGREEMENT. If any provision of this AGREEMENT violates any statute or law of the state of Washington, it is considered modified to conform to that statute or rule of law.

XXI. DISPUTES

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the FOUNDATION, a representative appointed by the GRANTEE and a third party appointed agreed to by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. In the event of a lawsuit involving this AGREEMENT, venue shall be proper only in King County. The GRANTEE acknowledges the jurisdiction of the courts of the State of Washington in this matter.

XXII. TERMINATION

Except as otherwise provided in this AGREEMENT, the Director may, by giving ninety (90) days written notice beginning on the second day after the mailing, terminate this AGREEMENT in whole or in part when it is in the best interests of the FOUNDATION. If this AGREEMENT is so terminated, the foundation shall be obligated to make grant payments only to cover expenses occurred by the grantee prior to the date of termination.

XXIII. SEVERABILITY

If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision and to this end, the provisions of this AGREEMENT are declared to be severed.

Walla Walla Community College

Signature   Date
Dr. Steven L. VanAusdle  President

Foundation for Early Learning

Signature   Date
Vaughnetta J. Barton  Executive Director

LIST OF EXHIBITS:

EXHIBIT A – Project Budget
EXHIBIT B – Statement of Work
EXHIBIT C – Signature Authorization Form