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**SUBCONTRACT
BETWEEN
CHABOT COLLEGE
AND
WESTED**

This Subcontract is made and entered as of December 15, 2009, by and between WestEd, hereinafter referred to as "WestEd," and Chabot College, hereinafter referred to as "Subcontractor."

1.0 Purpose:

The purpose of this Subcontract is for Subcontractor to provide services to WestEd for the implementation of specific activities as part of the Building California Community College Capacity for Accelerated Literacy project, as described in the attached Exhibit I, Scope of Work and Budget. All work performed is pursuant to Grant Number 2009-3834 with the William and Flora Hewlett Foundation dated March 30, 2009, hereinafter referred to as "Prime Contract".

2.0 Scope of Work:

Subcontractor will carry out the work as described in the attached Exhibit I subject to the direction of the WestEd Project Director, Ruth Schoenbach.

3.0 Time of Performance:

Subcontractor shall provide the services under this Subcontract from January 19, 2010, to May 28, 2010, subject to the funding limitation identified under Section 4.0. WestEd shall be under no obligation to pay for services under this Subcontract in excess of the funding limitation.

4.0 Funding:

Subcontractor shall be reimbursed for services performed satisfactorily in accordance with this Subcontract. Payment for the work identified in the Subcontract shall be a maximum of \$10,265, per the attached Exhibit I. WestEd shall be under no obligation to pay for services under this Subcontract in excess of the amount identified herein. Allowable costs are determined in accordance with Section 6.0 below.

5.0 Method of Payment:

To obtain payment, Subcontractor shall submit itemized invoices for actual allowable costs incurred in the performance of this Subcontract, in duplicate, to:

Ruth Schoenbach, Project Director
WestEd
300 Lakeside Drive, 25th Floor
Oakland, California 94612-3540

Subcontractor agrees to submit all final invoices within thirty (30) days of termination of Subcontract or completion of Subcontract performance.

6.0 Allowable Costs:

Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), OMB Circular A-122 (non-profit organizations), OMB Circular A-21 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.

7.0 Certification of Cost & Price:

Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.

8.0 Records Maintenance, Retention, and Access:

Subcontractor shall maintain proper accounting records and supporting documents that reflects all expenditures related to Subcontractor's performance of services under this Subcontract. WestEd may engage at its own expense an outside audit firm to review the Subcontractor's books to verify the claimed cost. Subcontractor shall retain all of such records and documents for at least three (3) years after the final payment under this Subcontract.

9.0 Audit Reports:

When applicable, Subcontractor agrees to provide WestEd with reports of audits as required under OMB Circular A-133 or Circular A-198, as appropriate. In instances where an auditor has questioned Subcontractor's compliance with Federal laws and regulations that bear directly on the performance or administration of this Subcontract, Subcontractor shall provide copies of responses to auditors' report and its plan for corrective action.

10.0 Independent Contractor Status and Responsibilities:

In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract.

All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontracts and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met. Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

11.0 No Alteration of Contract:

No alteration or variation of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

12.0 Termination:

12.1 It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

12.2 WestEd may terminate this Subcontract immediately upon termination by the prime funder under which this Subcontract is being performed by giving written notice to the Subcontractor.

12.3 In the event of a termination under Section 12.1 or 12.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with Section 5.0.

13.0 Subcontracts and Assignments:

Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.

14.0 Indemnification:

Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents.

15.0 Communication:

The names and address of the direct contact person for each of the parties is as follows:

WESTEDContracts Issues

Teresa Johnson, Director of Contracts
730 Harrison Street
San Francisco, California 94107-1242
Tel. 510.302.4239
E-mail: tjohnso@wested.org

Payment Issues

Donald Hom, A/P Supervisor
4665 Lampson Avenue
Los Alamitos, California 90720
Tel. 562.799.5121
E-mail: dhom@wested.org

Technical Issues

Ruth Schoenbach, Project Director
300 Lakeside Drive, 25th Floor
Oakland, California 94612-3540
Tel. 510.302.4255
E-mail: rschoen@wested.org

CHABOT COLLEGEContracts, Administrative, and Technical Issues

Yulian Ligioso, Vice President of Administrative Services
25555 Hesperian Boulevard, Room 206
Hayward, California 94545
Tel. 510.723.6618

16.0 Intellectual Property Ownership:

Subcontractor shall convey to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

17.0 Warranties:

Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with generally prevailing professional or industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to correct the problem. If Subcontractor is unable to correct the problem, WestEd shall be entitled to terminate the contract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

18.0 Authority to Sign:

Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.

19.0 Governance / Compliance:

This Subcontract shall be governed under the laws of the State of California. Subcontractor shall also comply with all applicable Federal and State laws, regulations, standards, orders, and requirements.

20.0 Disputes:

Any controversy or claim arising out of or relating to this Subcontract or breach thereof which is not resolved by negotiation between both parties shall be settled by arbitration. At the election of either party in accordance with the Rules of the American Arbitration Association in the City of San Francisco, California, and judgment upon the award rendered by the arbitrators maybe entered in any court having jurisdiction thereof.

21.0 Insurance:

Without in anyway limiting the Subcontractor's liability pursuant to Section 14, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:

1. Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage.
2. Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
3. Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident.
4. Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence.
5. Subcontractor shall name WestEd as additional insured.

Subcontractor shall provide WestEd with appropriate certificate(s) of insurance prior to commencing performance. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.

22.0 Subcontractor Conflict of Interest:

22.1 The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational

conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice to WestEd, or the Subcontractor's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that the Subcontractor has disclosed all such relevant information to WestEd.

22.2 The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subcontract is executed, the Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict.

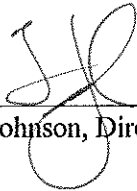
22.3 WestEd may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to the execution of this Subcontract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subcontract for default, or pursue such other remedies as may be permitted by law or this Subcontract.

23.0 Order of Precedence:

In the event of a discrepancy between this Subcontract and its attachments, this Subcontract shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract effective the day and year first written above.

WESTED



Teresa Johnson, Director of Contracts

CHABOT COLLEGE

Authorized Signatory

YC 1/22/10

SSN/EIN: _____

EXHIBIT I

SUBCONTRACT SCOPE OF WORK AND BUDGET CHABOT COLLEGE

Cindy Hicks of Chabot College will collaborate with SLI staff on RA's community college program of work, including, for example, strategic planning for future community college work, developing networks for dissemination of RA information and professional development opportunities, designing professional development agendas and identifying resources for use in our professional development.

5 CAH's (units) of Cindy Hick's time during Spring Semester 2010. \$2,053 per unit x 5 units = \$10.265