

Subaward Agreement

Institution/Organization ("COLLEGE") Name: Teachers College, Columbia University Address: 525 West 120th Street New York, NY 10027		Institution/Organization ("COLLABORATOR") Name: Chabot College 25555 Hesperian Blvd. Hayward, CA 94545 EIN Number 94-1670563	
Prime Award No. n/a		Subaward No./OSP No. 542384	
Awarding Agency The Bill and Melinda Gates Foundation		CFDA No. n/a	
Subaward Period of Performance January 1, 2011 – May 30, 2012		Amount Funded this Action \$25,509	Est. Total (if incrementally funded)
Project Title Analysis of Chabot College's Accelerated Developmental English Course			
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 2]			
Terms and Conditions			
1) College hereby awards a fixed -cost subaward, as described above, to Collaborator. The statement of work and budget for this subaward are shown in Attachment 2. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of College.			
2) Disbursement of grant funds will take place as shown in Attachment 2. Collaborator will submit invoices for payment per deliverable as shown in Attachment 2. Invoices should reference the Subaward/OSP number 542384 . Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3.			
3) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.			
4) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Coordinator, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."			
5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.			
6) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.			
7) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. College shall pay Collaborator for all allowable, non-cancellable obligations in the event of termination.			
8) No-cost extensions require the approval of the College. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.			
9) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 1.			
10) By signing below Collaborator makes the certifications and assurances shown in Attachment 1.			
By an Authorized Official of COLLEGE: _____ Date		By an Authorized Official of COLLABORATOR: _____ Date	
William J. Baldwin, Vice Provost			

**Attachment 1
Subaward Agreement**

Insurance

Collaborator shall at all times have and maintain the following types of insurance policy issued by companies which are rated “A-” “VIII” or better by A.M. Best and which are licensed to do business in New York.

Commercial General Liability Insurance written on an occurrence basis including but not limited to broad form property damage liability and contractual liability with limits of not less than \$2,000,000 per occurrence is required. This insurance shall be primary coverage and the policy shall be endorsed to name College, its trustees, officers, agents and employees as an additional insured. The policy shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this agreement. Any insurance College may purchase shall be excess and non-contributory.

Worker’s Compensation and Employer’s Liability Insurance, covering each employee of with a limit of liability in accordance with applicable law, in the case of worker’s compensation insurance, and with the following limits of liability in the case of employer’s liability.

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000

Commercial Automobile Liability (if any auto used in connection with the performance of this Subcontract), covering the Collaborator for all owned, non-owned and hired vehicles used in connection with the performance of the work under this agreement, with a combined single limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Collaborator agrees to provide a certificate of insurance evidencing the required insurance coverage to College’s Risk Management Department, 525 West 120th Street, 303 Zankel, Box 048, New York, NY 10027-6696. Such certificates shall show College as an additional insured for commercial general liability. When automobiles are used on campus in connection with the performance of the work under this agreement, the certificate must show College as an additional insured for commercial automobile liability.

Payment

This Agreement is made only for the purposes stated in this Agreement and it is understood that the funds provided under this Agreement will be used for such purposes substantially in accordance with the attached approved budget.

1. The total cost of performing work under Article I under terms and conditions of this Agreement shall not exceed **TWENTY-FIVE THOUSAND, FIVE-HUNDRED AND NINE DOLLARS (\$25,509)**. College shall not, in the absence of a modification hereto, be obligated to reimburse the Collaborator for costs in excess of the amount currently available for reimbursement herein.
2. Payments to Collaborator are contingent upon submission of required reports and invoices and adherence to the agreed upon statement of work as shown in Attachment 2.

Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and venue shall be in the State of New York.

Closeout

A final certification form (Attachment 4) is due within 30 days after the termination of this Agreement and should be sent to the Administrative Contact listed in Attachment 3.

Special terms and conditions:

1. Copyrights

Subject to its legal ability to do so, the Collaborator shall grant to College an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward Agreement solely for the purpose of and only to the extent required to meet College's obligation to the Prime Award.

2. Automatic Carry Forward: Yes No

(If No, Carry Forward requests must be sent to Prime Recipient's Administrative Contact, as shown in Attachment 3).

3. Funding will be provided by the Bill & Melinda Gates Foundation. Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media, or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that Teachers College, Columbia University is the Foundation's grantee and that you are a subgrantee or subcontractor of Teachers College, Columbia University for the Project.

**Attachment 2
Subaward Agreement**

DATA SHARING AGREEMENT

This Data Sharing Agreement is entered into as of this 24th day of February 2011 by and between TEACHERS COLLEGE, COLUMBIA UNIVERSITY (hereinafter referred to as "College"), on behalf of its Community College Research Center (hereinafter referred to as "CCRC"), a non-profit corporation of the State of New York having an address at 525 West 120th Street, New York, New York 10027 and CHABOT COLLEGE, having an address at 25555 Hesperian Blvd., Hayward, CA 94545 (hereinafter referred to as "Chabot").

WHEREAS, College has obtained a grant from the Bill & Melinda Gates Foundation to fund an examination to conduct an evaluation of Chabot's accelerated developmental English course (the "Study"), as laid out in more detail in Attachment 2 of the Subaward Agreement;

WHEREAS, pursuant to the grant on 24th day of February, College and Chabot executed a subaward agreement, a copy of which is attached hereto and incorporated into this Data Sharing Agreement by this reference (hereinafter referred to as the "Subaward Agreement").

WHEREAS, Chabot maintains records of students enrolled in its college, consisting of demographic data, test scores, transcript records, and other information for individual students; and

WHEREAS, Chabot agrees to provide the College certain selections of such records for use in connection with the Study, subject to and in accordance with the terms and conditions of this Data Sharing Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Provision of Chabot Data.** Chabot shall provide the information (hereinafter the "Chabot Information") to the College for its use in connection with the Study as described in greater detail in Schedule A attached hereto and made a part hereof. Chabot shall provide the Chabot Information in the manner and format described in Schedule A. All Chabot Information will be provided to the College without any personally identifiable information, such as, but not limited to names or social security numbers that could be used to identify students. The College will not transfer the Chabot Information to any third party without the prior written consent of Chabot.

2. **Use of Chabot Data.** The College shall use the Chabot Information solely to conduct the Study as laid out in the Subaward Agreement and herein this Data Sharing Agreement.

3. **Term.** The term of this Data Sharing Agreement shall coincide with the term of the Subaward Agreement, including any extension or shortening thereof.

4. **Consideration.** Payment for any services contemplated in this Data Sharing Agreement will be made under the terms set forth in the Subaward Agreement.

5. **FERPA Obligations.**

(a) The College and Chabot each acknowledge their separate obligations to perform this Data Sharing Agreement in accordance with the requirements of the Federal Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99 and all other applicable state and Federal laws, rules and regulations. The College shall employ reasonable measures to keep Chabot Information confidential in compliance with all applicable law, including, without limitation, FERPA. The Chabot Information shall be disclosed only to College faculty, students and staff members involved with the relevant CCRC Research.

(b) Notwithstanding anything herein to the contrary, in addition to the Study, Chabot understands and acknowledges that the College intends to utilize Chabot Information in the College's research conducted by the College's CCRC. Without limiting the generality of the College's confidentiality obligations set forth in Section 5(a), the College shall not, whether through the publication of its research, or results and analysis derived therefrom, or otherwise, disclose any information that could identify any individual that is the subject of Chabot Information.

6. Rights in the College Studies: The College shall retain all intellectual property rights with respect to studies it produces resulting in whole or in part from Chabot Information. The College reserves the right to use the Study and CCRC Research to compile, produce and distribute written studies and other publications based, in whole or in part, on Chabot Information. For the purpose of producing such publications, the College shall obtain the necessary certificate (or waiver) of compliance with respect to human subjects research from the College's Institutional Review Board in compliance with all applicable laws, rules and regulations and College policies. The College will not, through any publications, disclose any information that could identify any individual student, teacher, or any student's parent or guardian. The College will also follow a "small numbers" policy, a policy that suppresses findings for any group of students numbering fewer than ten. Where the College deems "small numbers" reporting necessary, the College will obtain clearance from Chabot in each instance.

All inquiries should be addressed to the following individuals:

Chabot College

Yvonne Wu Craig
Grant Developer/Writer
Grant Development Office
25555 Hesperian Blvd.
Hayward, CA 94545
ywu-craig@chabotcollege.edu
Phone: (510) 723-6810
Fax: (510) 723-6795

Technical Matters and Invoicing

Community College Research Center, Teachers College
Attn: Lisa Rothman, Associate Director
Box 174, 525 West 120th Street
New York, NY 10027
Phone: (212) 678-3331
Rothman@tc.edu

Agreement Matters

Office of the General Counsel, Teachers College
Box 83, 525 West 120th Street
New York, NY 10027
Phone: (212) 678-4164

IN WITNESS THEREOF, the College and the Chabot execute this Data Sharing Agreement with the intent that it is effective as of the date set forth above.

Schedule A

Scope of Work

I. Project Description and Tasks

Chabot College ("Chabot") will assist CCRC in conducting an evaluation of Chabot's accelerated developmental English course. The study includes both quantitative and a qualitative data collection and analysis. Chabot will assist CCRC with the quantitative component by compiling relevant student unit record data, and will support the qualitative component by facilitating access to administrators, faculty, staff, and students associated with the developmental English course.

Funding for this study is provided by the Bill & Melinda Gates Foundation. Gates Foundation funding guidelines require CCRC to inform Chabot of the following:

Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media, or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that Teachers College, Columbia University is the Foundation's grantee and that you are a subgrantee or subcontractor of Teachers College, Columbia University for the Project.

As part of this research grant, CCRC has allocated \$25,509 in subcontractor funding to Chabot to enable college staff to assist with the proposed research. Monies will be used to offset costs associated with the following activities:

1. *Data sharing.* Chabot will share with CCRC longitudinal unit record data on cohorts of first-time Chabot students dating back to 1999. The specifications for the data to be shared with CCRC are outlined in the appendix.
2. *Research review.* Chabot will designate appropriate staff to provide substantive feedback on drafts of the final report from the study in order to ensure that CCRC's interpretation of findings is accurate and that the report provides clear and constructive guidance for community college practice.

II. Project Period and Fund Disbursement

The project period associated with the activities specified above is January 1, 2011 to May 30, 2012. Funds will be disbursed to Chabot, upon submission of invoices, based on the following fixed price by deliverable schedule:

Table 1. Payment Schedule and Deliverables

Payment Date	Deliverable(s)	Amount
July 1, 2011	Upload of first-round student unit record data	\$12,500
November 1, 2011	Upload of and data interpretation for second- and third-round student unit record data	\$13,009

Table 2 provides additional detail on the deliverables required under this Scope of Work, including specific due dates. All deliverables involve the budget categories of salaries and fringe benefits, as detailed in Table 3. Project meetings will take place by teleconference and will not require travel funds.

Table 2. Timeline of Deliverables and Activities

Deliverable	Specific Activity	Due Date
Data sharing	Finalize scope of work and data sharing agreement with CCRC	March 2011
	Upload and assist in the interpretation of unit record data on Chabot students	June-October 2011
Data collection	Facilitate qualitative data collection at Chabot, including cost-effectiveness analysis	March-May 2011
Research review	Review and comment on draft report of findings	February-April 2012
Project management	Monthly project update conference calls	Ongoing

III. Reporting Requirements

In order to assess adherence with performance and financial requirements outlined in this Scope of Work, project staff from CCRC and Chabot will meet regularly via conference call to discuss the progress of the research project. Performance benchmarks will be reviewed and any performance deficiencies, not previously remedied, will be addressed. CCRC will archive meeting minutes for recordkeeping purposes. Summary reports from the update meetings, in conjunction with project status reports generated by CCRC staff, will be included in progress reports to be prepared for the Gates Foundation in April 2011 and July 2012.

Budget

Table 3. Fixed Price by Deliverable Budget

Budget Category	Total Amount
Salaries Research Analyst @ \$73,620 annually 25% for one year = \$18,405	18,405
Fringe Benefits @ 38.6% of salary	7,104
TOTAL	\$25,509

Budget Narrative

Salaries. Salaries covers a portion of the annual salary of the research analyst in the Chabot Office of Institutional Research who will be responsible for providing the cohort data and technical support to CCRC, participating in regular project meetings, and reviewing draft reports of findings. It is expected that the activities specified above will require 25 percent of the research analyst's time over a 12-month period. Therefore, the budget allocation of \$18,405 reflects one-quarter of the analyst's annual salary.

Fringe Benefits. Fringe benefits are calculated at 38.6% of the research analyst's annual salary, for a total of \$7,104.

APPENDIX

Data Request Specifications

CCRC requests unit record data on cohorts of all first-time Chabot College students in each semester from fall 1999 to fall 2010. Each student record will need a unique identifier, which should not correspond to an ID number used to identify the actual student. The following table lists the data elements CCRC is requesting and color-codes the data elements according to priority (Red = Priority 1; Blue = Priority 2; Black = Priority 3).

Category	Data Element	Time Basis ¹
Student identifier	Unique student record identifier ²	O
	Cohort of entry (term and year) ³	O
Demographics	Date of birth	O
	Gender	O
	Race/ethnicity	O
	Geo-code for student home address ⁴	O
Educational background	High school diploma (w/ hs name and grad date)	O
Tested ability	ACCUPLACER and CELSA scores (English, ESL, math) ⁵	O
	DTLS (English) and MDTP (Math) scores [assessments used prior to 10/05]	O
	Math, English, and ESL placement levels ⁶	O
Financial aid	Pell recipient in first term	O
	Total financial aid in first term (or first year)	O
	Number of dependents and marital status ⁷	O
	Expected family contribution ⁷	O
Initial enrollment status	Enrolled full-time in term 1 ⁸	O
	Dual or concurrent high school enrollment student	O
Program and major	Educational intent or objective at time of entry	O
	Program type (academic, transfer, workforce, other)	T
	Program major CIP (or related) code	T
Course enrollments (all developmental and degree credit courses by term)	Course name, number, and section number	T
	Transferable status	T
	Learning community status	T
	Location of course	T
	Course CIP (or related) code	T
	Credits attempted	T
	Grade (including F and W)	T
	Delivery method (online, face-to-face, hybrid) particularly for transfer-level English courses	T
Instructor information ⁹	T	
Awards (certificates and degrees)	Award type and date ¹⁰	T
	Program CIP (or related) code	T
Transfer institution	Transfer institution name, code and date of enrollment, degrees awarded ¹¹	T

NOTES ON TABLE:

- ¹ Rows marked with "O" indicate data to be reported on a one-time basis. In rows marked with a "T," data should be provided for each term a student is enrolled at the college, from the student's first term through the most recent term for which data are available. All "by term" data should indicate the term and year.
- ² This study-specific identifier will be used to identify each student's record in order to appropriately merge data across files. It should not include information (such as SSN or Student ID number) that would allow identification of the actual student.
- ³ Each cohort will consist of all new first-time college students enrolling in at least one college-credit during a given academic term.
- ⁴ CCRC will give the college instructions on how to create geo-codes for each student's home address. Chabot will match geocodes with Census tract data to create proxy measures of student family income and socio-economic status.
- ⁵ Data on ACCUPLACER, DTLS, and MDTP scores should include the name of the instrument and date the test was taken. Where possible, Chabot should report all test results for each student, including the scores and test dates for students who retest.
- ⁶ CCRC requests information on Chabot's rules for determining developmental placement levels by subject area.
- ⁷ Data from students who fill out a FAFSA.
- ⁸ CCRC requests information on Chabot's rule for determining if a student is enrolled full-time or part-time.
- ⁹ CCRC also requests that Chabot create an anonymous identifier code for every instructor who taught developmental English or English 1A, and if possible for English 4 and English 7, during the period under study and provide data on which instructor (by code) taught which section(s) by semester. CCRC further requests that instructor data indicate whether the instructor is a full-time or part-time faculty member. CCRC will use this information to control for instructor effects and compare the outcomes of courses taught by the same teachers in the two-semester and one-semester formats.
- ¹⁰ Award types include certificates of less than one year, certificates of a year or more, AA, AS, and AAS degrees, and where they are awarded by a community college, bachelors degrees.
- ¹¹ CCRC will provide instructions on matching records for each student with data on enrollment in other postsecondary institutions available from the National Student Clearinghouse.

**Attachment 3
Subaward Agreement**

College Contacts	Collaborator Contacts
<p><u>Administrative Contact</u></p> <p>Lisa Rothman Community College Research Center Teachers College, Columbia University 525 W. 120th Street, Box 174 New York, NY 10027 212-678-3331 p 212-678-3699 f rothman@tc.edu</p>	<p><u>Administrative Contact</u></p> <p>Yvonne Wu Craig Grant Developer/Writer 25555 Hesperian Blvd. Hayward, CA 94545 Phone: (510) 723-6810 Fax: (510) 723-6795 Email: ywu-craig@chabotcollege.edu</p>
<p><u>Project Coordinator</u></p> <p>Nikki Edgecombe Community College Research Center Teachers College, Columbia University 525 West 120th Street, Box 174 New York, NY 10027 212-678-3151 p 212-678-3699 f Edgecombe@tc.edu</p>	<p><u>Technical Contact</u></p>
<p><u>Financial Contact</u></p> <p>John Hernandez, Director Teachers College, Columbia University Office of Grants and Contracts Accounting 525 West 120th Street, 422F Thompson Hall, Box 021 New York, NY 10027 212-678-3379 p 212-678-8110 f Hernandez@tc.edu</p>	<p><u>Financial Contact</u></p> <p>Lorenzo Legaspi Vice Chancellor of Business Services 25555 Hesperian Blvd. Hayward, CA 94545 Phone: (925) 485-5203 Fax: (925) 485-5255 Email: llegaspi@chabotcollege.edu</p> <p>Mr. Legaspi's assistant: Pushpa Swamy Email: pswamy@clpccd.org</p>
<p><u>Authorized Official</u></p> <p>William J. Baldwin, Vice Provost Teachers College, Columbia University 525 West 120th Street, Box 151 New York, NY 10027 212-678-3043 p wjb12@columbia.edu</p>	<p><u>Authorized Official</u></p>

**Attachment 4
Subaward Agreement**

TEACHERS COLLEGE SUBCONTRACTOR CERTIFICATION FORM

Subcontractor: Chabot College
Subcontract: ONE (1)
TC Prime: The Bill and Melinda Gates Foundation

1. Release:

This is to certify that subcontract costs totaling _____ have been or will be paid to the Subcontractor in complete payment for the work of the Subcontract and that the Subcontractor warrants that these costs are the actual costs as recorded on Subcontractor's books, and any rates in the billings are the government audited rates. These actual and reasonable costs are available for inspection and audit as required by the Contractor's prime agreement representatives. The Subcontractor hereby discharges College from all liabilities and obligations arising from the Subcontract except: 1) third party obligations up to six (6) years after the date of this release; 2) claims for costs relating to patents under this Subcontract.

2. Final Patent Report:

_____ No reportable items were developed.
_____ A reportable item was developed. An invention disclosure is attached.

3. Final Subcontract Report:

_____ No subcontracts were issued.
_____ Subcontracts were issued as follows: _____

4. Final Property Report:

_____ No accountable property was acquired.
_____ A listing of accountable property is attached.

Subcontractor: _____

By: _____

Name: _____

Title: _____

Date: _____