

Subaward Agreement

Institution/Organization ("COLLEGE or CCRC") Name: Teachers College, Columbia University Address: 525 West 120th Street CCRC, 439 Thorndike Hall, Box 174 New York, NY 10027	Institution/Organization ("COLLABORATOR") Name: Chabot College 2555 Hesperian Blvd. Hayward, CA 94545 EIN No.: 94-1670563		
Prime Award No. NA	Subaward No./OSP No. 542417		
Awarding Agency The William and Flora Hewlett Foundation	CFDA No. NA		
Subaward Period of Performance September 15, 2011 – September 15, 2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> Amount Funded this Action \$60,000 </td> <td style="width: 50%;"> Est. Total (if incrementally funded) </td> </tr> </table>	Amount Funded this Action \$60,000	Est. Total (if incrementally funded)
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Project Title Scaling Innovation: Examining the Replication of Deeper Learning Instructional Reforms in Developmental Education			
Reporting Requirements: X Please refer to the Progress and Financial Reporting Requirements found in the Scope of Work (Attachment 2).			

Terms and Conditions

- 1) College hereby awards a fixed-cost subaward, as described above, to Collaborator. The Scope of Work for this subaward as 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) Refer to the Scope of Work (Attachment 2), all invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, OSP number **542417**, and certification as to truth and accuracy of invoice. *Invoices that do not reference College's subaward/OSP number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred marked "FINAL," must be submitted to College's Financial Contact by September 15, 2013. The final statement of costs shall constitute Collaborator's final financial report.
- 4) 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.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 6) 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.
- 7) 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.
- 8) Either party may terminate this agreement within thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. College shall pay Collaborator for all allowable, noncancellable obligations in the event of termination.
- 9) 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 (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachments 1 and 2.
- 11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1 and 2.

By an Authorized Official of COLLEGE: <hr style="width: 80%; margin-left: 0;"/> William J. Baldwin, Vice Provost	By an Authorized Official of COLLABORATOR: <hr style="width: 80%; margin-left: 0;"/>
_____ Date	_____ Date

**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. 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 **SIXTY THOUSAND DOLLARS (\$60,000.00)**. 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. Funds will be disbursed to Chabot in three payments: 50% (\$30,000) will be disbursed upon execution of this contract; 25% (\$15,000) will be paid upon submission of the interim report, on or after August 31, 2012, and 25% (\$15,000) will be paid on January 15, 2013.

Conflict of Interest

The Collaborator shall notify College in advance of any potential conflicts of interest that may arise during the term of this Agreement. The Collaborator certifies that the services to be performed under this Agreement shall not result in a conflict of interest prohibited by the United States Government laws and regulations.

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.

Acknowledgement/ Use of Name

1. Authorship of collaborative publications shall be determined in a manner consistent with the degree of contribution of the parties thereto.
2. Collaborator may not use the name of COLLEGE in news releases or advertising without the prior written approval of COLLEGE.

Closeout

A final certification form (Attachment 4) is due within 60 days after the termination of this Agreement and should be sent to the Administrative Contact listed in Attachment 3.

Agency Specific Terms and Conditions

Please refer to Scope of Work (Attachment 2).

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 under its Prime Award.

The evaluation reports and any other publications generated under this implementation and research grant will be subject to Creative Commons Attribution 3.0 license: <http://creativecommons.org/licenses/by/3.0/>. Except for simple statements indicating that the Foundation has provided funding, the William and Flora Hewlett Foundation name and logo may only be used with written permission of a Foundation representative.

2. Data Rights

Subject to its legal ability to do so, the Collaborator shall grant to College license to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet College's obligation to its Prime Award.

**Attachment 2
Subaward Agreement**

**SCOPE OF WORK
Chabot College: Scope of Work
Project Period 9/15/2011 to 9/15/2013**

This subcontract is between Teachers College, Columbia University and Chabot College for work with the Community College Research Center (CCRC) under a grant from the William and Flora Hewlett Foundation, Grant Reference # 2011-6205.

Project Description and Tasks

Scaling Innovation is a research and implementation project funded by the Hewlett Foundation designed to identify high-potential developmental education instructional reforms and work with experienced college partners to adapt and scale these innovations at multiple colleges. CCRC is partnering with the California Acceleration Project (CAP), which is administered by representatives from Chabot and Los Medanos Colleges and the California Community College Success Network (3CSN), to examine how acceleration strategies for developmental English and math are implemented among a network of 17 competitively-selected community colleges. Under this grant, CCRC will work with the CAP leads to support continued outreach, technical assistance, and faculty development activities over two years. Chabot College is the fiduciary agent for CAP activities and therefore the counterparty to CCRC in this subcontract.

As part of this research grant, CCRC has allocated funding to CAP to partially offset staffing and travel costs associated with the following activities:

1. *Training and implementation activities of the California Acceleration Project.* These activities will include:
 - a. Providing regular guidance to CAP network faculty and administrators through meetings, phone conferences, and web-based activities.
 - b. Engaging CAP network faculty in ongoing collaborative professional development and inquiry activities.
 - c. Assisting CAP network colleges in developing and implementing scaling plans.

2. *Participation in Scaling Innovation and other developmental education reform convenings.* The CAP leads, Katie Hern from Chabot College and Myra Snell from Los Medanos College, will periodically meet with other project participants to discuss emergent findings and share ideas for scaling and sustaining deeper learning instructional reforms. Subcontract funds can be used to underwrite travel expenses associated with these meetings as well as work at CAP colleges.

Progress and Financial Reporting Requirements

Representatives from CCRC and CAP will discuss the progression of the project on a quarterly basis. Financial and project benchmarks will be reviewed and any performance deficiencies, not previously remedied, will be addressed. CCRC will archive meeting minutes for recordkeeping purposes. As fiduciary agent, Chabot College will prepare one interim and one final progress report summarizing activities, outputs, and an accounting of funds dispersed. The interim report will be prepared and delivered to CCRC by August 31, 2012 and the final report is due September 15, 2013. The Hewlett Foundation does not normally require grantees to submit receipts; however, subcontractors should keep all receipts in case verification is needed. Subcontractors should abide by their own instructions' guidelines for mileage reimbursement and other travel expenses. All progress reports should address the questions below and will be included in CCRC project updates to the Hewlett Foundation.

Narrative Report:

1. Please describe activities and outputs during the contract period.
2. How do these outputs compare to the tasks and benchmarks outlined in the Scope of Work?
3. What lessons have been learned during the contract period that will help you in your continued efforts to achieve your intended outcomes?

Financial Report:

1. Describe any changes in the budget.

Financial Report Template

Categories	Budgeted	Actual	Difference	Notes
California Acceleration Project Staff Time				
Travel				
Supplies				
Total Direct Costs				
+ Indirect Cost				
TOTAL				

Table 1. Project Benchmarks

Due Date	Project Benchmarks
September 30, 2011	- Assist CCRC in creating a fieldwork schedule for visits to up to four (4) CAP network colleges in fall semester 2011.
January 13, 2012	- Participate in annual <i>Scaling Innovation</i> convening hosted by CCRC at Teachers College.
January 31, 2012	- Assist CCRC in creating a fieldwork schedule for visits to up to four (4) CAP network colleges in spring semester 2012.
August 15, 2012	- Assist CCRC in creating a fieldwork schedule for visits to up to four (4) CAP network colleges in fall semester 2012.
August 31, 2012	- Submit interim narrative project progress and financial reports to CCRC.
January 15, 2013	- Assist CCRC in creating a fieldwork schedule for visits to up to four (4) CAP network colleges in spring semester 2013.
January 31, 2013	- Participate in annual <i>Scaling Innovation</i> convening hosted by CCRC at Teachers College.
September 15, 2013	- Submit final narrative progress and financial reports to CCRC.
Quarterly	- Participate in project update conference calls with <i>Scaling Innovation</i> project participants.
Ongoing	- Complete data collection forms as requested by CCRC.

Project Period and Fund Disbursement

The project period associated with the activities specified above is September 15, 2011 – September 15, 2013. Funds will be disbursed to Chabot upon submission of invoices to Lisa Rothman, CCRC Administrative contact (see Attachment 3), either by email or post, based on the following fixed price payment schedule. Funds will be disbursed to Chabot in three payments: 50% (\$30,000) will be disbursed upon execution of this contract and submission of invoice; 25% (\$15,000) will be paid upon submission of the interim reports and invoice, on or after August 31, 2012, and 25% (\$15,000) will be paid on January 15, 2013, upon submission of invoice.

Budget	
<u>Categories</u>	<u>Total</u>
California Acceleration Project Staff Time	\$33,344
Travel	\$23,000
Supplies	\$656
Total Direct Costs	\$57,000
+ Indirect Cost (5.26%)	\$3,000
TOTAL	\$60,000

Budget Narrative

California Acceleration Project Staff. The CAP staff will provide guidance to CAP network faculty and administrators, engage CAP network faculty in ongoing collaborative professional development and inquiry activities, and assist CAP network colleges in developing and implementing scaling plans. The \$33,344 allocation reflects all-inclusive released time expense.

- Spring 2012: 4 credit hours, \$2,084 per credit = \$8,336
- Summer 2012: 2 summer stipends, \$4,168 each = \$8,336
- Fall 2012: 4 credit hours, \$2,084 per credit = \$8,336
- Spring 2013: 4 credit hours, \$2,084 per credit = \$8,336

Travel. CAP project leads will travel within California to meet with CAP network faculty as well as nationally to participate in Scaling Innovation and other developmental reform convenings to discuss emergent findings and share ideas for scaling and sustaining deeper learning instructional reforms. A total of \$23,000 has been allocated to partially underwrite these costs based on the following estimates:

Year 1

2 intra-state trips to 3CSN or other statewide initiative convenings at an average cost of \$1,000 per trip.
3 trips to national conferences and convenings at an average cost of \$3,000 per trip.

Year 2

3 intra-state trips to 3CSN or other statewide initiative convenings at an average cost of \$1,000 per trip.
3 trips to national conferences and convenings at an average cost of \$3,000 per trip.

Funds allocated for travel can be used to cover the costs of airfare, ground transportation (e.g., mileage reimbursement, rental car, train, public transportation), hotel, meals, parking, gas, and conference registrations.

Supplies. \$656 will be used to offset costs for the purchase of office supplies.

Indirect. Indirect costs are calculated at 5.26% of total direct costs for a total of \$3,000.

Total Costs: \$60,000.

**Attachment 3
Subaward Agreement**

College Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Lisa Rothman, Associate Director</p> <p>Address: Teachers College 525 West 120th Street, 439 Thorndike Hall, Box 174 New York, NY 10027</p> <p>Telephone: 212/678-3331 Fax: 212-678-3699 Email: rothman@tc.edu</p>	<p>Administrative Contact</p> <p>Name: Marcia Corcoran, Dean of Language Arts Address: Chabot College 25555 Hesperian Blvd. Hayward, CA 94545</p> <p>Telephone: 510-723-6805 Fax: 510-723-7056</p> <p>Email: mcorcoran@chabotcollege.edu</p>
<p>Project Director</p> <p>Name: Nikki Edgecombe Address: Community College Research Center Teachers College, Columbia University 525 West 120th Street, Box 174 New York, NY 10027</p> <p>Telephone: 212-678-3151 Fax: 212-678-3699 Email: Edgecombe@tc.edu</p>	<p>Project Director</p> <p>Name: Katie Hern, Ed.D., English Instructor Address: Chabot College Director, California Acceleration Project 25555 Hesperian Blvd. Hayward, CA 94545</p> <p>Telephone: 510-723-7424 Fax: 510-723-7056 Email: khern@chabotcollege.edu</p>
<p>Financial Contact</p> <p>Name: John Hernandez, Director</p> <p>Address: Office of Grants and Contracts Accounting 525 West 120th Street, 422F Thompson Hall, Box 021 New York, NY 10027</p> <p>Telephone: 212-678-3379 Fax: 212-678-8110 Email: hernandez@tc.edu</p>	<p>Financial Contact</p> <p>Name: Lorenzo Legaspi, Vice Chancellor of Business Services Address: Chabot College 25555 Hesperian Blvd. Hayward, CA 94545</p> <p>Telephone: 925-485-5203 Fax: 925-485-5255 Email: llegaspi@chabotcollege.edu</p> <p>Mr. Legaspi's assistant: Pushpa Swamy pswamy@clpccd.org</p>
<p>Authorized Official</p> <p>Name: William J. Baldwin, Vice Provost</p> <p>Address: Teachers College, Columbia University 525 West 120th Street, Box 151 New York, NY 10027</p> <p>Telephone: 212-678-3043</p> <p>Email: wjb12@columbia.edu</p>	<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>

**Attachment 4
Subaward Agreement**

TEACHERS COLLEGE SUBCONTRACTOR CERTIFICATION FORM

Subcontractor: Chabot College
Subcontract: ONE (1)
TC Prime: The William and Flora Hewlett 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: _____