

Subaward Under a Non-Federal Contract

No. W3251-424 ("Subaward")
Under Koret Foundation Gift No. 19-0290

This Agreement is entered into between the parties, the PTE and Subrecipient named below, for the performance of a portion of the Statement of Work originally awarded to the PTE. The parties agree to the following terms and conditions:

PTE ("PTE" or "Contractor") Name: California State University, East Bay Foundation Inc Address: 25800 Carlos Bee Blvd, Hayward, CA 94542 PTE Principal Investigator: Edward Inch	Subrecipient ("Subrecipient" or "Subcontractor") Name: Chabot-Las Positas Community College District Address: 7600 Dublin Blvd. Dublin, CA 94568 Subrecipient Principal Investigator: Theresa Fleischer-Rowland
Subaward Period of Performance: Start: 03/18/2020 End: 12/06/2020	Subaward Value: Amount Funded This Action: \$ 127,898.00
Subaward Type: cost reimbursement	

Project Title: **East Bay College Agile Network**

- Subrecipient's Work:** Subrecipient shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 4, "Subrecipient Statement of Work and Reporting Requirements," which is hereby made part of this Subaward.
- Limitation on Costs:** PTE is not liable for any cost in excess of the amount listed above as "Total Amount Obligated" without prior formal modification to this Subaward. Attachment 5, "Subrecipient's Budget," is hereby made part of this Subaward.
- Payment:** Subrecipient shall invoice PTE not more often than monthly and not less frequently than quarterly for allowable costs incurred. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Subaward Number may be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's (Administrative or Financial) Contact as shown in Attachments 3A & 3B. All payments shall be considered provisional and subject to adjustment if adjustment is necessary as a result of an adverse audit finding against Subrecipient. PTE reserves the right to reject any invoice that does not comply with the terms of this Subaward. Subrecipient shall have the right to submit a correct invoice. A corrected invoice should be submitted as soon as possible, and no later than thirty (30) days following the end of the Period of Performance.
- Incorporation of Terms and Conditions:** In the performance of this Subaward, all terms and conditions in Attachment 1-6 listed below in section 5 "Order of Precedence," are hereby made part of this Subaward.
- Order of Precedence:** Any inconsistencies in this Subaward shall be resolved by giving precedence in the following order:
 - This Document and Attachment 1, "Representations and Certifications";
 - Attachment 2, "General Terms and Conditions";
 - Attachment 4, "Subrecipient Statement of Work";
 - Attachment 5, "Subrecipient's Budget";
 - Other documents, exhibits and Attachment 3
- Key Personnel:** Subrecipient Principal Investigator, and any other Subrecipient personnel identified in the Award ("Key Personnel"), is considered essential to the work to be performed under this Subaward. Substitution or substantial reduction in commitment requiring prior approval of the Awarding Agency of Subrecipient Key Personnel requires the prior written approval of PTE. In the event that Subrecipient desires to replace its Key Personnel, Subrecipient shall notify PTE in writing within 30 business days of the date of such replacement and shall propose substitute Key Personnel, identifying the proposed substitute in the notice. PTE shall notify Subrecipient within 30 business days after receipt of the final decision by the appropriate party (either the PTE or Awarding Agency) either to continue the Subaward with the substitute Key Personnel or to terminate the Subaward.
- Entire Agreement:** This Subaward constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this Subaward shall be made in writing and must be signed by an authorized representative of each party.

IN WITNESS WHEREOF, duly authorized representative of the parties have entered into this Subaward as of the date of the last signature set forth below:

PTE Signature

Subrecipient Signature

Name:

Name: Doug Roberts

Title:

Title: Vice Chancellor, Business Services

Date:

Date:

**Subaward Under a Non-Federal Contract
Attachment 1
Representations and Certifications
Subaward No. W3251-404**

The following is incorporated into the Subaward by reference.

REPRESENTATIONS & CERTIFICATIONS, FAR Subpart 4.12:

Subcontractor shall complete electronic annual representations and certifications at <https://www.sam.gov> (System for Award Management, or SAM) (see FAR [4.1102](#)). SAM includes all registrations and certifications previously found in CCR/FedReg, ORCA, and EPLS.

(1) Subrecipient shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.

(2) When any of the conditions in paragraph (b) of the clause at [52.219-28](#), Post-Award Small Business Program representation, apply, if Subrecipient represented that it was a small business prior to award of this Subaward, it must update the representations and certifications in SAM as directed by the clause. If Subrecipient represented that it was other than a small business prior to award of this Subaward, it may update the representations and certifications in SAM as directed by the clause, if its size status has changed since the date of award.

<https://www.sam.gov/SAM/>

Has Subrecipient's Online Representations and Certifications been completed within the last year? YES NO

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Additional certifications as required by the Award:

List additional certifications here

Subaward Under a Non-Federal Contract
Attachment 2
General Terms and Conditions
Subaward No. W3251- 404

1. Independent Contractor. The Subrecipient is engaged as an independent contractor. Nothing in the Subaward is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in such a manner, without the affected party's prior written approval.

2. Publicity/Use of Name. Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual. Notwithstanding the foregoing, the parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Subaward, including as required to satisfy applicable financial reporting obligations, without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

3. Publication.

Each Party shall have the right to publish and disseminate information derived from the performance of work under this Subaward. Subrecipient shall provide PTE with a copy of any such publication at least thirty (30) days prior to submission for publication in order to review for confidential information, material which would affect pending patents, and to forward to Awarding Agency, if applicable. Qualification for authorship shall be in keeping with generally accepted academic standards.

4. Intellectual Property. The determination of rights in ownership and disposition of inventions resulting from the performance of the Statement of Work ("Subject Inventions") and the administration of patents will be in accordance with FAR 52.227-11 and the terms of this Subaward. Subrecipient agrees to comply with regulations regarding inventions pursuant to FAR 52.227-11. Disposition of any copyrights or any copyrightable material created by Subrecipient in performance of the Statement of Work will be determined by the policy of the Subrecipient. Any copyrighted materials are subject to a royalty-free non-exclusive and irrevocable license to the PTE to meet its obligations under its Award. Any copyrighted materials are subject to a royalty-free non-exclusive and irrevocable license to the Awarding Agency to reproduce, publish or otherwise use the copyrighted material and to authorize others to do so for its purposes. Subrecipient shall own the data it generates under this Subaward. Subrecipient shall grant to PTE the right to receive copies of such data and to use data created as provided in the Statement of Work for the purpose of education and research and to the extent required to meet PTE's obligations under its Award. Subrecipient acknowledges the rights of the Awarding Agency to use such data.

5. Confidentiality. "Confidential Information" shall mean any business or proprietary information provided by one party to the other and clearly identified and marked as "Confidential" by the transmitting party at the time of disclosure. If such transmittal occurs orally, the transmitting party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party.

In the event that a party discloses Confidential Information to the other during the Project, the receiving party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Subaward and to use reasonable efforts to prevent its disclosure to third parties.

However, the receiving party may disclose the Confidential Information if such information (i) was already in the public domain or becomes publicly available through no wrongful act of receiving party, (ii) was previously known or developed by the receiving party without any violation of existing confidentiality obligations, or was known by receiving party prior to disclosure by disclosing party, as evidenced by tangible records; (iii) is disclosed to the receiving party by an independent third party who, to the best of the receiving party's knowledge, is not under an obligation of confidentiality for such information to the disclosing party;(iv) is independently developed or discovered by receiving party without use of disclosing party's Confidential Information, as evidenced by tangible records; or (v) was required to be disclosed by operation of law.

The parties agree that each party retains ownership of the Confidential Information it provides to the other. The receiving party shall promptly return the disclosing party's Confidential Information upon request. The obligations of this clause shall survive for a period of three (3) years following termination of this Subaward. Notwithstanding the forgoing, the parties agree that any personally identifiable health information shall be considered confidential.

6. Export Controls. **Option 1 (for use with fundamental research):** The PTE and the Subrecipient agree that the Subrecipient's scope of work is considered to be fundamental research. The Parties acknowledge and understand while

export controlled information is not anticipated under the subaward that the PTE and/or Subrecipient may be subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (collectively, "Technology" and "Items"), and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering into and provision of such Transactions and Services, as defined by the regulations, that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While PTE and/or Subrecipient agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Subaward, PTE and/or Subrecipient cannot guarantee that such licenses will be granted.

7. Classified Research. The parties agree there will be no classified research performed under this Subaward
8. Limitation of Liability/Responsibility. As between the parties, each party acknowledges that it will, to the extent authorized by relevant law, be responsible for claims or damages to the other party to the extent they result from the negligence or breach of contract of its employees or agents.
9. Insurance. Subrecipient represents that it carries sufficient insurance coverage to comply with the applicable requirements of federal, state and local laws as well as its obligations under this Subaward.
10. Termination and Stop Work Order. Either party shall have the right to terminate this Subaward with 30 days' written notice to the other party for any reason. In the event that the Awarding Agency terminates the Award, PTE shall terminate this Subaward in accordance with the terms of the Award. Upon termination, Subrecipient shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data, deliverables, and final reports, in accordance with Attachment[s] 4 [and 5], on the research completed or in progress through the date of termination. In the event of a Stop Work Order issued by the Awarding Agency, Subrecipient shall immediately comply upon receiving such notice by the PTE.
11. Closeout. Along with any other reports or deliverables required hereunder, Subrecipient shall submit its final invoice and any requested release and assignment forms to PTE within 30 calendar days following completion of the period of performance of this Subaward. In the event that quick closeout is requested by PTE, Subrecipient shall comply with FAR Part 42.708 to complete Subaward closeout. Payment of the final invoice will be withheld pending:
 - Completion, submission, and acceptance by PTE of all work performed under the Statement of Work;
 - Completion by Subrecipient of any requested release forms, including patent/invention report, and property report; and
 - Clear, visible, and proper marking of "final invoice" on the actual final invoice.
12. HIPAA/PHI. There will not be personal health information (PHI) or personally identifiable information (PII) involved in this project.
13. Audit. Subrecipient assures PTE that it complies with Single Audit requirements under 2 CFR 200 ("Uniform Guidance"), Subpart F and that it will notify PTE of completion of required audits and of any adverse findings which impact this subaward. For a period of three (3) years after date of receipt of final payment, PTE, Awarding Agency or an authorized representative shall have the right to audit, at its own expense and upon reasonable notice at a mutually agreeable time, all financial books, accounts, and records of funds received and costs and commitments incurred under this Subaward. If any audit reveals a material discrepancy or error in reporting, Subrecipient will reimburse PTE upon request for the disallowed costs and expenses associated with such audit.
14. Disputes. The parties shall make good faith efforts to attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time-consuming can be adopted to resolve the dispute.
15. Anti-kickback. Subrecipient represents that no part of the total Subaward amount provided herein shall be paid directly or indirectly to any officer or employee of PTE or Awarding Agency as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subrecipient in connection with any work contemplated or performed relative to this Subaward.
16. Human/Animal Subjects. No use of human or animal subjects is authorized as part of this Subaward.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

W1212-424

PTE Information

Entity Name: California State University, East Bay Foundation Inc

Legal Address: 25800 Carlos Bee Blvd
Hayward, CA 94542

Website: <http://www.csueastbay.edu>

PTE Contacts

Central Email: orsp@csueastbay.edu

Principal Investigator Name: Edward Inch

Email: edward.inch@csueastbay.edu

Telephone Number: 510-885-3711

Administrative Contact Name: Philip Cole-Regis

Email: philip.coleregis@csueastbay.edu

Telephone Number: 510-885-2464

COI Contact email (if different to above):

Financial Contact Name: Yashmeen Imroz

Email: yashmeen.imroz@csueastbay.edu

Telephone Number: 510-885-4229

Email invoices? Yes No Invoice email (if different):

Authorized Official Name: Jeff Seitz

Email: jeff.seitz@csueastbay.edu

Telephone Number: 510-885-4211

PI Address:

25800 Carlos Bee Blvd, SF 302
Hayward, CA 94542

Administrative Address:

25800 Carlos Bee Blvd, SA 4501
Hayward, CA 94542

Invoice Address:

25800 Carlos Bee Blvd, SF 302
Hayward, CA 94542

Attachment 3B

Research Subaward Agreement Subrecipient Contacts

Subaward Number:

W1212-424

Subrecipient Information for **FFATA** reporting

Entity's DUNS Name: Chabot-Las Positas Community College District

EIN No.: 94-1670563

Institution Type: Public/State Controlled Inst. of Higher Ed.

DUNS: 037637774

Currently registered in SAM.gov: Yes NoExempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent DUNS:

This section for U.S. Entities:

Zip Code [Look-up](#)

Congressional District: 15

Zip Code+4:

94568-2909

Place of Performance Address

Chabot-LasPositas Community College District
7600 Dublin Blvd.
Dublin, CA 94568

Subrecipient Contacts

Central Email: trowland@clpccd.org

Website: www.clpccd.org

Principal Investigator Name: Theresa Fleischer Rowland

Email: trowland@clpccd.org

Telephone Number: 925-485-5244

Administrative Contact Name: Estella Sanchez

Email: esanchez@clpccd.org

Telephone Number: 925-485-5287

Financial Contact Name: Doug Roberts

Email: droberts@clpccd.org

Telephone Number: 925-485-5253

Invoice Email: pruzdecastilla@clpccd.org

Authorized Official Name: Doug Roberts

Email: droberts@clpccd.org

Telephone Number: 925-485-5253

Legal Address:

Chabot-Las Positas Community College District
7600 Dublin Blvd
Dublin, CA 94568

Administrative Address:

Chabot-Las Positas Community College District
7600 Dublin Blvd.
Dublin, CA 94568

Payment Address:

Chabot-Las Positas Community College District
7600 Dublin Blvd.
Dublin, CA 94568

Attachment 3B Page 2
Research Subaward Agreement
Highest Compensated Officers

Subaward Number:
W1212-424

Subrecipient

Entity Name: Chabot-Las Positas Community College District

PI Name: Theresa Fleischer Rowland

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

CSU East Bay College Agile Network (East Bay CAN) Project

Scope of Work for the Koret Foundation Planning Grant,
Chabot-Las Positas Community College District (CLPCCD)

SUMMARY

The leadership at California State University, East Bay (CSUEB) has been in conversation with the leadership of the Chabot-Las Positas Community College District (CLPCCD) about strengthening connections and leveraging initiatives across systems in order to identify and remove barriers that impede student success. The grant proposal, submitted to the Koret Foundation, funds CLPCCD as a subrecipient to provide specific leadership to this project, explore possibilities that link our campuses in a support network that is adaptive to student educational needs, and creates seamless pathways designed to meet their educational goals. This model regional partnership would develop data and technology systems for supporting a holistic network for students between CUSEB and CLPCCD through dual enrollment, reverse transfer, shared support systems, and articulated pathways so that students can complete degrees and certificates more efficiently in a network of available options and coordinated support.

The subrecipient fund for CLPCCD in the Koret Foundation grant, beginning March 18, 2020, in the amount of \$127,898 would cover the first year of identifying parameters for data review and integrated technological systems, gathering promising peer practices, and developing an implementation plan with CSUEB for the East Bay College Agile Network (East Bay CAN).

SERVICES

for the duration of the planning grant-year would include:

1. Recruit campus administrators, faculty, and classified professionals to understand the need for this project and then join the project teams to build the CAN with the CSU personnel and consultants
 - a. Introduce the project to; Guided Pathways, Articulation, Transfer Center, Counselors, Technology, Website
 - b. Meet with presidents and vice presidents, for coordination
 - c. Connect key aspects of the work to the CLPCCD Chancellor and executive staff
 - d. Work with consultants to conduct a diagnostic study to better understand student flow of enrollment among the campuses

2. Set up leadership structure and sub-groups/taskforces so that information can flow easily between the colleges and university and the needed personnel resources will be readily available for sub-group and taskforce work:

- a. Catalog, pathways, articulation: this group could begin with ADT high-transfer majors to explore expanded Roadmaps and removing barriers: Business, Psychology, Liberal Arts, Human Development, Communication Studies
- b. Transfer Centers, Counselors Librarians: offering options to students, developing methods and approaches to supporting student decision-making, developing system for student success
- c. Technology/data sharing
- d. Media and outreach, promotion
- e. Develop timelines for early projects such as Reverse Transfer

The above two groups of activities would be accomplished within the first 90 days, and the remaining would be within the timeframe of the grant period.

- 3. Gather information on peer practices pertinent to potential projects points including, but not limited to:
 - a. Research other sites around the state engaged in similar types of intersegmental network projects or parts of the larger project idea
 - b. Palomar College data sharing with CSU San Marcos
 - c. Bakersfield College's pathways work
- 4. Bring technology personnel from the three sites together with the goal of sharing information and supporting the working groups
 - a. Identify technology needs for
 - i. Systems "talking" to one another (Banner)
 - ii. Configuring similar but different proprietary software programs (Degree Works)
 - b. Mitigate impacts to Admissions & Records Offices
 - c. Develop solutions and timeline for data needs and system sharing needs
- 5. Begin with first project of a Reverse Transfer program as an example of the Agile Network concept
 - a. Messaging to CSUEB students that are: not managing Satisfactory Academic Progress, on probation, or identified (by analytics) as high risk
 - b. Create a "soft landing" at the community college with direction toward a completion or re-entry to the CSU

PI: Edward Inch Co-PI: Maureen Scharberg
 Title: Regional Support Pipeline to College
 12/6/2019 - 12/6/2020

Sponsor: Koret Foundation
 ORSP#: 3626

Chabot-Las Positas Community College District Subrecipient Budget				12/6/19 - 12/6/20
SUBRECIPIENT				
620001 - SP-Subrecipient				
Chabot-Las Positas Community College District:				
Salary/Wages: Project Manager/Special Projects	<u>Annual</u>	<u>% Effort</u>	<u>Benefits</u>	
	70,000	77%		\$53,900
Benefits: Project Manager/Special Projects			40%	\$21,560
Stipends, including Summer: Counselors, librarians & instructional faculty				\$43,000
Travel to campuses that have similar arrangements (3 trips, 2 people)				\$6,590
	<u>Rate</u>	<u># Miles</u>		
Local Travel between campus partners (2 vehicles; 4 meetings) (CSUEB-Chabot: 8; CSUEB-LP 42; Chabot-LP 50)	0.580	600		\$348
Media and materials for Reverse Transfer				\$2,500
SUBRECIPIENT TOTAL*				\$127,898

*All costs subject to allowability

Note: Sponsor does not allow indirect costs