



Foothill-De Anza Community College District

12345 El Monte Road, Los Altos Hills, CA 94022

SUBAWARD AGREEMENT – AMENDMENT # 1

This Amendment of the Subaward Agreement No. 19-029 (hereinafter referred to as "Subaward") is entered into by and between the Foothill-De Anza Community College District (hereinafter referred to as "District") on behalf of its sponsored program California Virtual Campus - Online Education Initiative (CVC-OEI) and the Chabot-Las Positas Community College District on behalf of Las Positas College (hereinafter referred to as "Subrecipient"), for the Subrecipient to perform the work which is more particularly set forth in this Amendment, Subaward, and in the Exhibits attached hereto and incorporated into this Amendment and Subaward by this reference.

RECITALS

WHEREAS, the District and the Subrecipient desire to amend the terms of the Subaward Agreement as indicated below.

NOW, THEREFORE, the parties mutually agree to amend the Subaward Agreement as follows:

2. TERM. The term of this Subaward shall commence on July 01, 2019 and shall expire on December 31, 2020. Applicable and required final reporting are due on January 31, 2021.

5. LEVEL OF EFFORT. The Principal Investigator may devote additional full-time equivalent (FTE) as specified in Exhibit A and corresponding with Exhibit B. Auditable records must be kept by the Subrecipient on the foregoing, and progress reports must be submitted to the District on a quarterly basis, fifteen (15) days following the end of each fiscal quarter, and a final report summarizing the activities of the project thirty (30) days after the term end date, as referenced in Section 2. If actual efforts are less than the amounts shown in Exhibit B a proportionate reduction in the total reimbursement cost for this Subaward shall be made.

8. SEPARATE ACCOUNTING. The Subrecipient will establish a separate account for all funds specified in this Subaward. Reimbursement is only for actual expenses for transactions transpiring between July 01, 2019 and December 31, 2020. No Encumbrances and/or Commitments will be considered towards reimbursement.

10. INVOICING. The Subrecipient shall submit invoices, on a quarterly basis with corresponding quarterly report narratives (and final project report) for approval to the District's Authorized Representative for Business Matters quarterly. In order to be eligible for reimbursement, invoices shall be for allowable, approved costs incurred in accordance with the terms of this Subaward and shall display expenses for reimbursement by budget category identifying the total project costs, the reimbursable costs and the Subrecipient's share pursuant to Exhibit B, in accordance with the schedule indicated in Exhibit C. All invoices submitted under this Subaward including the final invoice must be received by the District no later than fifteen (15) days after the end of the reporting period for that invoice, including the fiscal year end when all invoices must be received by the District no later than fifteen (15) days following the fiscal year end date of June 30.

Q1 (July 01, 2019 - September 30, 2019) - Report and Invoices due on October 15, 2019

Q2 (October 01, 2019 - December 31, 2019) - Report and Invoices due on January 15, 2020

Q3 (January 01, 2020 - March 31, 2020) - Report and Invoices due on April 30, 2020

Q4 (April 01, 2020 - June 30, 2020) - Report and Invoices due on July 15, 2020

Q5 (July 01, 2020 - September 30, 2020) - Report and Invoices due on October 15, 2020

Q6 (October 01, 2020 - December 31, 2020) – Final Report and Invoices due on January 31, 2021

Invoices should include: *District Subaward Number, College/District Name, Project Title*, and the *Period for which reimbursement is being requested*. An authorized representative of the Subrecipient shall sign and certify on each invoice that the costs for which reimbursement is requested are the actual costs as recorded in the Subrecipient's records and as expended for the Work actually performed in accordance with the terms of this Subaward. Invoices should be emailed to the District's Authorized Representative for Business Matters as defined in Section 14 Authorized Representatives.

14. FINAL REPORT. The Subrecipient shall furnish the District with a Final Report, summarizing findings and activities under this Subaward. A form satisfactory to the District shall be used to submit the Final Report, and the report certification must be signed. The report shall be submitted to the District's Authorized Representative for Business Matters in accordance with the schedule indicated in Exhibit C.

All other terms of the Subaward Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the respective parties have executed this Amendment on the dates indicated below.

FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT

By: Susan Cheu
Susan Cheu (Jun 30, 2020 17:01 PDT)

(Signature of Authorized Official of District)

Name: Susan Cheu

Title: Vice Chancellor, Business Services

Date: 06/30/2020

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: Doug Roberts
Doug Roberts (Jun 24, 2020 12:50 PDT)

(Signature of Authorized Official of Subrecipient)

Name: Doug Roberts

Title: Vice Chancellor, Business Services

Date:

RECOMMENDED BY

By: Jory Hadsell

(Signature of Authorized Official of CVC-OEI)

Name: Jory Hadsell

Title: Executive Director

Date: 06/29/2020

Exhibits

C Reporting and Invoicing Responsibilities

EXHIBIT C

REPORTING AND INVOICING RESPONSIBILITIES

C.1. REQUIRED REPORTING

Invoices shall be submitted on a quarterly basis, with corresponding Quarterly Reports, no later than fifteen (15) days after the end of that individual reporting period, including the fiscal year end when all invoices must be received by the District no later than fifteen (15) days following the fiscal year end date of June 30.

The Quarterly Reports (and Final Report) shall detail and summarize: (1) activities accomplished through subaward, (2) direct connections with Improving Online CTE pathways goals and outcomes, (3) connection to overall CVC-OEI deliverables, and (4) direct applicability of funds expended to the deliverables outlined in the report. All funds expended must include and maintain supporting documentation as detailed in the Section C.3.

Additional content and formatting requirements as well as other relevant documentation will be communicated to the Subrecipient by the District's Authorized Representative for Technical Matters.

C.2. REPORTING TIMELINE

Deliverable	Reporting Period	Deliverable Due Date
Q1 Progress Report & Invoicing	July 01, 2019 to September 30, 2019	October 15, 2019
Q2 Progress Report & Invoicing	October 01, 2019 to December 31, 2019	January 15, 2020
Q3 Progress Report & Invoicing	January 01, 2020 to March 31, 2020	April 30, 2020
Q4 Year End Report & Invoicing	April 01, 2020 to June 30, 2020	July 15, 2020
Q5 Progress Report & Invoicing	July 01, 2020 to September 30, 2020	October 15, 2020
Final Project Report & Invoicing	September 30, 2020 to December 31, 2020	January 31, 2021

C.3. SUPPORTING DOCUMENTATION

Along with the invoice, Foothill-De Anza Community College District will require a system generated labor distribution report, general ledger/detailed financial activity report showing each actual transaction supporting the invoice amount. Labor distribution or payroll reports must disclose personnel names for audit purposes. The Subrecipient must maintain any applicable supporting documentation pertaining to this agreement for five (5) years and must be able to provide such documentation upon request.

Supporting documentation (or source documents) is the physical basis upon which business transactions are recorded. Source documents are typically retained for use as evidence when auditors later review an organization's financial records and/or statements, and need to verify that transactions have, in fact, occurred. If an organization is audited, source documents back up the accounting journals and general ledger as an indisputable audit trail.

A source document describes all the basic facts of a transaction, such as:

- A description of a business transaction
- The date of the transaction (date goods are received, or services are provided)
- A specific amount of money
- An authorizing signature

For purposes of illustration, source documents which contain all the basic facts of a reimbursable transaction include, but are not limited to:

- *Service or Supplier Invoice.* This may serve as a source document if it describes all the basic facts of a reimbursable transaction and thereby support the issuance of a cash, check, or electronic payment to a service provider/supplier. Such an invoice may also support the recording of an expense, service provided, inventory item, or fixed asset.
- *Labor Distribution Report.* A detailed system-generated report that supports payroll salary and wages plus benefits expenditures.
- *Credit Card Receipt.* This may serve as a source document if the credit card receipt is coupled with a third-party actual receipt with detailed description and cost of expenses incurred.
- *Packing Slip.* A packing slip together with a purchase order and invoice may serve as a source document for a completed sales transaction if it describes items delivered to a customer.

Source documents can be in paper or electronic form. Photocopies or scanned source documents are legally acceptable so long as they are legible, contain all the information present in the original and, within the limits of the scanning process, present that information in a format identical to the original.

Documents which have been scanned or otherwise reproduced and which do not contain all the basic facts of a transaction will not be accepted as source documents. For example, a materials receipt that specifies goods purchased and amount paid but that is scanned without the name of the supplier will not be accepted as a source document. Documents that present all the information in an original receipt, but that has been retyped in Word or Excel format will not be accepted as a source document.