FDP Cost Reimbursement	: Research Su	baward A	greement					
Pass-through Entity (PTE): California State University, East E	y Subrecipient: Chabot College							
PTE Principal Investigator (PI): Carolyn Nelson	Subrecipient Prin	Subrecipient Principal Investigator (PI): Jeanne Wilson						
PTE Federal Award No: U215N110037-15 FAIN:		Federal Aw	arding Agency: US. Department of Education					
Federal Award Issue Date: Total Amount of Federal Award to PTE 01/01/2016 \$ 5,105,550	CFDA No: 84,215N	CFDA Title:	provement of Education					
Project Title: Hayward Promise Neighborhood			·					
Subaward Period of Performance: Start: 01/01/2016 End: 12/31/2016	Amount Funded Th	is Action:	Subaward No. W112701-225					
Estimated Project Period (if incrementally funded): Start: End:	Incrementally Est	imated Total:	Is this Award R & D Yes or No					
Check all that apply 🗓 Reporting Requirements (Attachment 4)		(Attachment 3B)	x Cost Sharing (Attachment 5)					
Terms	and Conditions							
PTE hereby awards a cost reimbursable subaward, as described are (check one) as specified in Subrecipied Attachment 5. In its performance of subaward work, Subrecipied are subaward work.	ent's proposal dated	·	or : as shown in					
PTE shall reimburse Subrecipient not more often than mon standard invoice, but at a minimum shall include curren certification, as required in 2 CFR 200.415 (a). Invoices that Invoices and questions concerning invoice rec party's Administrative Contact Contact, as shown in the Invoices and Invoices that Invoices and Invoices and	t and cumulative cost do not reference PTE eipt or payments	s (including co	st sharing), subaward number, and					
A final statement of cumulative costs incurred, inclined Administrative Contact Contact, as shown in Attachm statement of costs shall constitute Subrecipient's final finance.	ents 3A, NOT LATER		L" must be submitted to PTE's safter subaward end date. The final					
 All payments shall be considered provisional and subject to necessary as a result of an adverse audit finding against the with 2 CFR 200.305. 								
5) Matters concerning the technical performance of this su Attachments 3A and 3B. Technical reports are required as s								
6) Matters concerning the request or negotiation of any change and any changes requiring prior approval, should be directed in Attachments 3A and 3B. Any such changes made party's Authorized Official, as shown in Attachments 3A and	ed to the appropriate parts to this subaward a	arty's Administra	ative Contact Contact, as shown					
7) Substantive changes made to this subaward agreement re Attachments 3A and 3B. The PTE may issue non-substanti or Unilaterally. Unilateral modifications shall be consi	ve changes to the Peri	od of Performar	nce (check one) Bilaterally,					
Each party shall be responsible for its negligent acts or o directors, to the extent allowed by law.	missions and the negli	gent acts or on	nissions of its employees, officers, or					
9) Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under <u>Uniform Guidance, 2 CFR 200</u> , or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.								
10) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A, not less than (30) days prior to the desired effective date of the requested change.								
11) The Subaward is subject to the terms and conditions of Attachment 2.	the PTE Award and	other special te	erms and conditions, as identified in					
12) By signing this Research Subaward Agreement Subrecipie and two (2).	12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments one (1) and two (2).							
13) Research Terms & Conditions – RESERVED								
By an Authorized Official of Pass-through Entity:	By an Authorized	Official of Subr	recipient:					
Name: Sean Williams Date Title: Director, Office of Research and Sponsored Programs	Name:Lorenzo Title: Vice Cha	· -	Date ness Services					

Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it 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.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Attachment 2 Research Subaward Agreement Copy of Prime Award Terms and Conditions

Co	py of Award Notice (attached <u>4</u> pages)
Sp	ecial terms and conditions:
1.	Copyrights Subrecipient grants / shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2.	Data Rights Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Governmen under its Prime Award.
3.	Automatic Carry Forward: [] Yes [V] No (If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official contact, as shown in Attachment 3).
Α	dditional Special Terms:

Attachment 3A

Research Subaward Agreement

FDP Version 12.26.2014

W112701-225

Pass-through E	ntity C	ontacts	
Pass-through Entity			
Name: California State University, East Bay			
Address: 25800 Carlos Bee Boulevard	***************************************		
City: Hayward		State: CA	Zip Code: 94542
	J		
Pass-through Entity's Administrative Contact			
Name: Sean Williams			
Address: Office of Research and Sponsored Programs			
25800 Carlos Bee Boulevard LI 2300		<u> </u>	
		<u> </u>	:
City: Hayward		State: CA	Zip Code: 94542
Telephone: 510-885-2301	Fax:	510-885-4618	
E-mail: sean.williams@csueastbay.edu			
Pass-through Entity's Principal Investigator			
Name: Carolyn Nelson			
Address: Interim VP, Academic Affairs/Provost			
25800 Carlos Bee Boulevard			
		ilitaan jalaha karabatan marabaha atau ing alamatan atau atau atau atau atau atau atau	
City: Hayward		State: CA	Zip Code: 94542
Telephone: 510-885-3711	Fax:	510-885-2295	
E-mail: carolyn.nelson@csueastbay.edu		.	
Pass-through Entity's Financial Contact			
Name: Mark Vidal	book link as his back as law the ease		
Address: Office of Research and Sponsored Programs		tina di Santa di San	
25800 Carlos Bee Boulevard		The state of the s	
City: Hayward		State: CA	Zip Code: 94542
Telephone: 510-885-3738	Fax:	510-885-4618	
E-mail: mark.vidal@csueastbay.edu			
Pass-through Entity's Authorized Official			
Name: Carolyn Nelson		hadi na daga daga daga daga daga daga daga d	
Address: Interim VP, Academic Affairs/Provost			
25800 Carlos Bee Boulevard			
City: Hayward		State: CA	7in Codo: 104542
	r	State: CA	Zip Code: 94542
Telephone: 510-885-3711	Fax:	510-885-2295	
E-mail: carolyn.nelson@csueastbay.edu			FDP Version 12.26.2014

Attachment 3B

Research Subaward Agreement

Subaward Number:

W112701-225

Subrecipient F	Place of P	erformance	
Subrecipient			
Name: Chabot-Las Positas Community College District Chabot College			
Address: 5020 Franklin Drive			
City: Pleasanton		State: CA	Zip Code + 4: (Look-Up) 94588-3354
EIN No.: 94-1670563 Institution Type: Public/Stat	te Controlle	d Inst. of Higher Education	n (Look-Up)
			Read-Oncological State Control of the Control of th
Is Subrecipient currently registered in SAM? • Yes C No			
Is Subrecipient exempt from reporting compensation?	No		
If no , please complete 3B page 2			
DUNS No.: Parent DUNS No.:		Congressional Di	istrict: Congressional District:
071680961		13	
		,	1
Subrecipient Administrative Contact	*****		
Name: Jeanne Wilson			
Address: 25555 Hesperian Blvd.	<u> </u>		
1			
City: Hayward		State: CA	Zip Code: 94545
Telephone: 510-723-7031	Fax:		
E-mail: jwilson@chabotcollege.edu			
Subrecipient Principal Investigator (PI)			
Name: Marie DeLeon (Amboy)			THE MACHINE HAS A STATE AND A STATE AND A STATE AS A ST
Address: 25555 Hesperian Blvd			
City: Hayward	NO CONTROL CON	State: CA	Zip Code + 4: 94545-2447
Telephone: 510-723-2930	Fax:	510-723-6795	
E-mail: mdeleon@chabotcollege.edu			
Subrecipient Financial Contact			
Name: Lorenzo Legaspi	entralisent test een valantiiteet tulka lävenen valantii en alle alle lävenen valan valatii e	response to the broken the region obtains the block the right of the beautiful and the second color obtained and the broken block of the block of th	هند المناسبة والمناسبة وال
Address: 5020 Franklin Drive			
City: Pleasanton		State: CA	Zip Code: 94588
Telephone: 925-485-5203	Fax:	925-485-5255	
E-mail:	manual,	1,	
Subrecipient Authorized Official			
Name: Susan Sperling			mana pamangan pangkapana barangan barangan ana ang mat mpologopopopopon and manangan pangkan ang managan ana m
Address: 25555 Hesperian Blvd		AND THE PROPERTY OF THE PROPER	
City Haggard		State: ICA	7in Code CATAT
City: Hayward		State: CA	Zip Code: 94545
Telephone: 510-723-6641	Fax:	510-723-7126	
E-mail: ssperling@chabotcollege.edu			FDP Version 12.26.2014

Research Subaward Agreement Reporting Requirements

Pass-through Entity will check all that apply that the Subrecipient will agree to:

	A Final technical/progress report will be submitted to the Pass-through Entity's Administrative Contact identified in Attachment 3 within 90 days after the end of the period of performance.
	Monthly technical/progress reports will be submitted to the Pass-through Entity's Administrative Contact identified in Attachment 3, within 90 days of the end of the month.
V	Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's Administrative Contact identified in Attachment 3.
	Technical/progress reports on the project as may be required by Pass-through Entity's Administrative Contact in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
	Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the Pass-through Entity's Administrative Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
	In accordance with 37 CFR 401.14, Collaborator agrees to notify Pass-through Entity's Administrative Contact identified in Attachment 3 within 90 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. PTE will complete Awarding Agency specific invention report. A negative report is is not required.
	A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 90 days after the end of the project period to the Pass Through Entity 's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)
	In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact identified in Attachment 3A within 90 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Administrative Contact identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is not required.
	Other Coesial Deposition Deposition provides
	Other Special Reporting Requirements

Progress Report due dates are: April 15, 2016; July 15, 2016; October 15, 2016; January 15, 2017 Final Program Report and Final Invoice must be submitted no later than January 31, 2017 in accordance with allowable costs terms and conditions in accordance with 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

Cost Reimbursement Research Subaward Agreement

Statement of Work(SOW)	Cost Sharing	Budget	
St	atement of Work		
Below or life award is FFATA eligible and SOW exceeds 4000 cha	Attached pa	ges ent Federal Award Project Description	
Cost Sharing: Yes,	Amount \$ 336,332	No	
	udget Information r <mark>レ</mark> Attached pa	ages	
		3	
_		Direct Costs \$ 487,258.00	
ndirect Cost Rate (IDC) Applied ^{0.00%} on DC,	MTDC , or 🗸 other	Indirect Costs \$ 0.00	
Check here if using other IDC rate of 00		Total Costs \$_487,258.00	
Chock here it doing other ibo rate of 00	10 /0		

Hayward Promise Neighborhood Chabot College Scope of Work and Additional Terms & Conditions YEAR 5: January 1 – December 31, 2016

1. Background

The Hayward Promise Neighborhood (HPN) Initiative is one of the first five projects funded under the United States Department of Education's Promise Neighborhood Initiative. California State University, East Bay (CSUEB) is the grantee of the HPN Initiative, working to implement the project with several partners as sub-awardees, including <u>Chabot College</u>. HPN is a place-based initiative, seeking to provide comprehensive, high-quality education and support services designed to break the cycle of poverty. Following are the specific roles and responsibilities agreed to by CSUEB and <u>Chabot College</u>.

2. Deliverables

In order for HPN to achieve its results and move the indicators, <u>Chabot College</u> accepts and agrees that continued HPN funding is dependent on meeting or exceeding the program targets, indicators and performance measures stated below. In addition, CSUEB and all HPN partners, including <u>Chabot College</u>, accept and agree that continued HPN funding is dependent on the solutions/strategies, identified as Deliverables, making the impact that will move the HPN Indicators towards achieving the Results defined by the Department of Education.

a. Appoint a Partner Project Manager Marie (DeLeon) Amboy

Partner Project Manager will:

- i. Attend all meetings of the Implementation Team and/or HPN Network Meetings as applicable. Designees are only to be sent in rare occasions when unforeseen circumstances prevent the Partner Project Manager.
 - 1. Dr. Jeanne Wilson and/or approved appointed designee Farin Ealy to attend Implementation Team Meetings when Partner Project Manager is unable to attend.
 - 2. At least one representative from <u>Chabot College</u> (in addition to the Partner Project Manager) will attend meetings of the Neighborhood Health and Empowerment Network (NHEN) and the Cradle to Career Education Reform Network (C2CERN). A representative from <u>Chabot College</u> will attend meetings of the Early Learning Network (ELN), when invited by the HPN Executive Director. Chabot Representatives include (but are not limited to):
 - a. Osibisa Roseby, HPN Counselor Assistant II
 - b. Farin Ealy, HPN Outreach Specialist (P2C Middle)
 - c. Alan David, HPN Outreach Specialist (P2C High)
 - d. Alberto Santellan, Adjunct Counselor (HPN)
 - e. Jeanne Wilson, Dean of Special Programs
 - 3. The Partner Project Manager and Chabot Representatives may attend other HPN meetings when invited by the HPN Executive Director.

- ii. Assess Program Compliance, Performance & Coordination.
- iii. Work with Network Partners to analyze collected data and participate in the Results Based Accountability process to determine the impact of solutions/strategies on moving the indicators.

b. Appoint a Partner Budget Representative: Marie Amboy / Billy Delos Santos

Partner Budget Representative will:

 Submit all monthly invoices, budgets, budget justifications and budget modifications to HPN Budget Analyst in a timely and consistent basis, as defined by this contract. The Budget Representative will attend all budget-related meetings.

c. Appoint a Partner Data Manager: Marie Amboy / Osibisa Roseby

Partner Data Manager will:

- i. Enter all consents, performance measures, and other agreed upon data into Efforts to Outcome (ETO) and Scorecard (if applicable) on a regular basis.
- ii. Gather and submit all required HPN data, working with CSU East Bay for the following HPN Data Systems: Annual Performance Report (APR), Ad Hoc Report, Promise Neighborhood Score Card and Efforts to Outcomes (ETO).

d. Complete Reports on a Timely Basis:

- i. Invoices & Budgets:
 - 1. <u>Chabot College</u> shall submit the HPN invoice template and Solutions Sheet to CSUEB on the 15th day of each quarter month during the fiscal year.
 - 2. The final invoice for the term of this contract shall be submitted no later than the final business day of the following January. Additionally, all budget modifications requests must be submitted using the appropriate template no later than September 30th to be considered for the current year's budget.

Narrative Progress Reports & Partner Update Meetings:

- 3. Turn in monthly (or quarterly) progress report which includes budget and data information on the following dates:
 - a. 1st quarter (Jan-March) report due April 15, 2016
 - b. 2nd quarter (Apr-June) report due July 15, 2016
 - c. 3rd quarter (July-Sept) report due October 15, 2016
 - d. 4th quarter (Oct-Dec) report due January 15, 2017
- 4. <u>Chabot College</u> will meet with HPN Accountability Leadership Team on a quarterly basis to review budget, data, implementation and coordination activities, including quality measures, solutions and impact.

e. Solution and Activities

i. MENTORSHIP PROGRAM: Chabot students serve as mentors to HUSD elementary and middle school students, with a focus on increasing attendance, decreasing the number of behavioral incidents, and improving course work and academic performance. Mentors and mentees meet once a week at Chabot College and attend at least one community event per quarter, including college visits and community service. Chabot will provide on-going training, technical assistance, and

support to Mentors and chosen mentees will also participate in a summer enrichment program (Kids on Campus) at Chabot College.

Target/Impact: Maintain the number of Mentees served at 30 HUSD students with 20 Chabot Student Mentors trained

Result #2: Students are proficient in Core Academic Subjects **GPRA #4:** #/% of students at or above grade level according to State mathematics and English Language Arts assessments

Result #3: Students successfully transition from middle to high school **GPRA #5:** Attendance rates of 6th, 7th, 8th, and 9th graders

ii. SUMMER YOUTH SPORTS AND STEM SUMMER PROGRAM: Chabot will provide a summer enrichment program that includes sports, creative writing, and science-based programming, including Lego Robotics and Research/Technology classes, to at-risk and low-income youth ages 10-16. Classes will be held at Chabot and will be taught in collaboration with Chabot and HUSD instructors. Chabot will have a specific targeted outreach effort to HPN students.

Target: 60 overall HPN students, with 30 specifically from the HPN Footprint

Result #2: Students are proficient in Core Academic Subjects **GPRA #4:** #/% of students at or above grade level according to State mathematics and English Language Arts assessments

iii. MIDDLE SCHOOL TO COLLEGE PIPELINE: Building on the ETS TRIO and AVID framework, Chabot will build a college-going culture at the HPN target middle and high schools by providing case management, financial literacy services, and wraparound student services support in a cohort model. In collaboration with HUSD and other HPN partners, Chabot will strengthen the HPN pipeline to college program by developing a structured first-year experience for HPN students entering 9th grade and their first year in college. A case management system will track students at Winton and Chavez Middle Schools and Hayward and Tennyson High Schools – and continue with case management as the students enroll at Chabot.

Target/Impact: 250-300 HPN students will be served in 2016

Result #3: Students successfully transition from middle to high school **GPRA #5:** Attendance rates of 6th, 7th, 8th, and 9th graders

Result #5: High school graduates obtain a postsecondary degree, certification, or credential

GPRA #7: #/% of HPN students who graduate high school and (a) enroll in a two- or four-year college or university after graduation; (b) matriculate to an institution of higher education and place into college level math and English without the need for remediation; (c) graduate from a two- or four-year college or university; and (d) earn industry-recognized certificates or credentials

iv. CURRICULUM ALIGNMENT AND EARLY ASSESSMENT PROGRAM (EAP): Chabot College Math and English faculty will assess and evaluate the EAP and will begin establishing its adoption at Chabot. Intervention courses, including a Math Jam and Summer Bridge, will provide students who tested as conditionally-ready on the EAP an opportunity to register into college-level Math and English courses. Chabot and

HUSD will share best practices and build relationships between faculty and instructors through ongoing shared professional development.

Dosage/Penetration Target: At least 1 Professional Learning Community Meeting between Chabot Faculty and HUSD Teachers with integration of Chabot Faculty into C2CERN or other network meetings; Chabot HPN Project Manager will continue to attend and participate in C2CERN Planning Meetings and will meet regularly with HUSD HPN Director to ensure program alignment

Result #5: High school graduates obtain a postsecondary degree, certification, or credential

GPRA #7: #/% of HPN students who graduate high school and (a) enroll in a two- or four-year college or university after graduation; (b) matriculate to an institution of higher education and place into college level math and English without the need for remediation; (c) graduate from a two- or four-year college or university; and (d) earn industry-recognized certificates or credentials

v. EXPANDED EARLY DECISION and HPN LEARNING COMMUNITY: Chabot will expand its Early Decision program at Hayward and Tennyson High by providing additional support and workshops on financial aid, completing college applications, assessment test preparation, and case management. Chabot will provide on-site assessments as well as a dedicated college counselor to assist students in enrolling at Chabot, establishing student education plans for incoming students, and connecting them with campus services. The HPN Learning Community will offer tutoring, faculty mentoring, access to Peer Mentors, dedicated counselors, and a First Year Experience cohort model that includes a summer orientation program and special enrollment into HPN-dedicated English and Math college-level courses. Students will also participate in both HPN Summer Orientations and HPN Winter Retreats, which focus on providing student resources and support, as well as celebrating post-secondary persistence.

Target/Impact: 150-200 HPN Students to participate in Early Decision, with 75-100 enrolling into HPN Learning Community for AY2016-17; Development of Expanded Early Decision strategy into a District-Wide program – to include Mt. Eden High School for AY2016-17.

Result #5: High school graduates obtain a postsecondary degree, certification, or credential

GPRA #7: #/% of HPN students who graduate high school and (a) enroll in a two- or four-year college or university after graduation; (b) matriculate to an institution of higher education and place into college level math and English without the need for remediation; (c) graduate from a two- or four-year college or university; and (d) earn industry-recognized certificates or credentials

vi. **CHABOT TUTORS:** In collaboration with City of Hayward, HUSD, and CSUEB, Chabot will continue to provide college students to tutor in HPN schools and support the After-School Homework Center.

Dosage/Penetration Target: 15 Chabot students as tutors in 2016
Result #2: Students are proficient in Core Academic Subjects
GPRA #4: #/% of students at or above grade level according to State mathematics and English Language Arts assessments

f. Performance Measures

i. MENTORSHIP PROGRAM

Result #2: Students are proficient in Core Academic Subjects **GPRA #4:** #/% of students at or above grade level according to State mathematics and English Language Arts assessments

- a. #/% of HPN students (mentees) served
- b. # of mentors
- c. # of mentor training sessions
- d. #/% of HPN mentees scoring proficient and above on ELA Assessments by school, grade, gender, ethnicity and subgroup
- e. #/% of HPN mentees scoring proficient and above on Math Assessments by school, grade, gender, ethnicity and subgroup
- f. #/% of HPN mentees showing improvement on school reporting tools (i.e. report cards)

Result #3: Students successfully transition from middle to high school **GPRA #5:** Attendance rates of 6th, 7th, 8th, and 9th graders

- a. # of HPN students served
- b. School day attendance rate for HPN students by school, grade, gender ethnicity and sub-group
- c. #/% of expulsions for HPN students by school, grade, gender ethnicity and sub-group
- d. #/% of suspensions for HPN students by school, grade, gender ethnicity and sub-group

ii. SUMMER YOUTH SPORTS AND STEM SUMMER PROGRAM

Result #2: Students are proficient in Core Academic Subjects **GPRA #4:** #/% of students at or above grade level according to State mathematics and English Language Arts assessments

- a. #/% of HPN students served
- b. Program attendance rate for HPN students
- c. #/% of HPN students scoring proficient and above on ELA Assessments by school, grade, gender, ethnicity and sub-group
- d. #/% of HPN students scoring proficient and above on Math Assessments by school, grade, gender, ethnicity and sub-group
- e. #/% of HPN students scoring proficient and above on Science Assessments by school, grade, gender, ethnicity and sub-group
- f. #/% of certified and certificated staff providing instruction and supervision
- g. #/% of HPN students who complete the program and receive one or more college units
- h. #/% of HPN mentees showing improvement on school reporting tools (i.e. report cards)

iii. MIDDLE SCHOOL TO COLLEGE PIPELINE

Result #3: Students successfully transition from middle to high school **GPRA #5:** Attendance rates of 6th, 7th, 8th, and 9th graders

- a. #/% of HPN students served
- b. School day attendance rate for HPN students by school, grade, gender ethnicity and sub-group
- c. School day chronic absenteeism rate for HPN students by school, grade, gender ethnicity and sub-group
- d. # of one-on-one meetings with outreach specialist
- e. # of group meetings
- f. # of college visits and career events
- g. #/% of HPN students who attend college visits and career events

Result #5: High school graduates obtain a postsecondary degree, certification, or credential

GPRA #7A/B: #/% of HPN students who graduate high school, enroll in a two- or four-year college or university after graduation, matriculate to an institution of higher education, and place into college level math and English without the need for remediation

- a. # of HPN students served by school, grade, gender, ethnicity and subgroup
- b. #/% of HPN students who graduate high school with a diploma by school, grade, gender, ethnicity and subgroup
- c. #/% of HPN students who enroll in Chabot College by school, grade, gender, ethnicity and subgroup
- d. #/% of HPN students who enroll in Chabot College without need for remediation by school, grade, gender, ethnicity and subgroup

iv. CURRICULUM ALIGNMENT AND EARLY ASSESSMENT PROGRAM (EAP)

Result #5: High school graduates obtain a postsecondary degree, certification, or credential

GPRA #7B: #/% of HPN students who graduate high school and matriculate to an institution of higher education and place into college level math and English without the need for remediation

- a. #/% of HPN 11th graders taking EAP
- b. #/% of HPN 11th graders scoring proficient on EAP by school, grade, gender, ethnicity and subgroup
- c. #/% of HPN 12th scoring B+ or better in EWRC by school, grade, gender, ethnicity and subgroup
- d. #/% of HPN students complete Math Summer Jam by school, grade, gender, ethnicity and subgroup
- e. #/% of HPN students who place in college level Math using the Chabot Accuplacer after completing the Math Summer Jam by school, grade, gender, ethnicity and subgroup
- f. #/% of HPN students enrolling Chabot College by school, grade, gender, ethnicity and subgroup
- g. #/% of HPN students enrolling in Chabot College without remediation by school, grade, gender, ethnicity and subgroup

v. EXPANDED EARLY DECISION and HPN LEARNING COMMUNITY

Result #5: High school graduates obtain a postsecondary degree, certification, or credential

GPRA #7A: #/% of HPN students who graduate high school and enroll in a two- or four-year college or university after graduation

- a. #/% of HPN students served
- b. #/% of HPN students passing refresher course
- c. #/% of HPN students who attend Early Decision and enroll in Chabot College
- d. #/% of HPN students who attend Early Decision and enroll in another postsecondary institution

GPRA #7C: #/% of HPN students who graduate from a two- or four-year college or university

- a. #/% of HPN students by school, grade, gender, ethnicity and subgroup
- b. #/% HPN students who persist from fall to spring by school, grade, gender, ethnicity and subgroup
- c. #/% HPN students take at least 6 units in the fall and spring semester by school, grade, gender, ethnicity and subgroup

GPRA #7D: #/% of HPN students who graduate from high school and earn industry-recognized certificates or credentials ace into college level math and English without the need for remediation

- a. #/% of HPN students by school, grade, gender, ethnicity and subgroup
- b. #/% HPN students who persist from fall to spring by school, grade, gender, ethnicity and subgroup
- c. #/% HPN students take at least 6 units in the fall and spring semester by school, grade, gender, ethnicity and subgroup

vi. CHABOT TUTORS

Result #2: Students are proficient in Core Academic Subjects **GPRA #4:** #/% of students at or above grade level according to State mathematics and English Language Arts assessments

- a. # of Chabot Tutors
- b. #/% of HPN students served

3. Matching

Chabot commits to providing a 2016 (Year 5) Match of \$336,332. This includes an increased match amount of \$75,308 from the original approved Match budget. As requested by CSUEB, Chabot will maintain all records of the "expended" 2016 Match and will include match expenditures in monthly invoices. Chabot agrees to expend the Match in the categories and amounts in the approved 2016 Chabot Sub-Award Budget (attached).

4. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSUEB, and its operations which are designated confidential by CSUEB and made available to Chabot College or which

become available to <u>Chabot College</u> in order to carry out this agreement, shall be protected by <u>Chabot College</u> from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to CSUEB.

CSUEB shall provide <u>Chabot College</u> in writing the identification of all such confidential data and information, as well as CSUEB procedural requirements for protection of such data and information from unauthorized use and disclosure.

<u>Chabot College</u> shall not be required by the above paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in <u>Chabot College</u> possession, is independently developed by <u>Chabot College</u> outside the scope of this agreement, or is rightfully obtained from third parties.

5. Indemnification

CSUEB and <u>Chabot College</u> agree to mutually indemnify one another. CSUEB shall indemnify, defend save harmless <u>Chabot College</u>, it's trustees, officers, employees and agents against any and all loss, damage, or liability whatsoever, if any there be, because of accident or injury to persons or property of others occurring in connection with the operations of this contract as a result of the acts or omissions of CSUEB.

<u>Chabot College</u> shall indemnify and save and keep harmless the State of California, the Trustees of the CSU, the CSU system, the CSUEB campus, and the officers, agents, volunteers and employees as well as CSUEB, its officers, agents and employees against any and all loss, cost, damage, claim, expense, or liability whatsoever, if any there be, because of accident or injury to persons or property of others occurring in connection with the operations of this contract as a result of the acts or omissions of Chabot College.

6. Examination and Audit

<u>Chabot College</u> shall be subject to examination and audit by CSUEB and auditor for a period of three years after final payment under this agreement in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively.

Examination and audit shall be confined to matters connected with the performance of this agreement, including, but not limited to, the costs of administering the agreement.

7. Insurance

<u>Chabot College</u> agrees to procure, and thereafter maintain during the term of this Agreement, the following insurance policies:

- Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- Comprehensive Automobile Liability 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 if automobile use will be required for performance of the Services.

Comprehensive General Liability and Comprehensive Automobile Liability insurance policies required by this Agreement shall name "California State University East Bay" as an additional insured with respect to work being performed. Chabot College agrees to provide all required certificates of insurance to the CSUEB prior to the commencement of any work under this Contract. CSUEB and Chabot College agree that the specified coverage or limits of insurance in no way limit the liability of the Chabot College.

8. Discrimination

CSUEB has a zero tolerance policies regarding unlawful discrimination harassment and violence. Partners found in violation of these policies may be terminated. Additionally, Partners are responsible for the behavior of their employees and contractors. Please see Attachment 7 for more details.

9. Notice

Any notice requirement to be given under this agreement shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party.

Hayward Promise Neighborhood Partner: Chabot College Year 5 APPROVED Budget - 10% Reduction January 1, 2016 - December 31, 2016

					Cost Basis		V
Category	Line Item	Line Item Description	FTE/Hours	Annual Salary/Rate	Fringe Rate	Year 5 HPN	Year 5 Match
		To coordinate the project and ensure program compliance and performance; collect and analyze data to determine impact of solutions/strategies;					
ersonnel	HPN Program Manager	responsible for direct oversight of HPN programs.	1	\$70,853	35%	\$70,853	
	Special Programs Admin Assistant			71.7		4.0,000	
	II	Provide administrative support to the HPN Program	0.2	\$45,107	35%		\$9,021.40
	Dean of Special Programs and	Provide administrative oversight for the project and support for Program	0.3	£120.002	250/		¢25 702
	Grants	Manager and staff Participates in monthly HPN CEO meetings and ensures alignment of HPN with	0.2	\$128,963	35%		\$25,793
	Chabot College President	college vision and strategic planning	0.05	\$230,000	35%		\$11,500
	VP of Student Services	Ensures alignment of HPN with other student services and special programs and participates in HPN Administrative Meetings as needed	0.075	\$149,008	35%		\$11,176
		Supports the HPN Project Coordinator in making connections with HPN					
	TRIO Director	schools, facilitates the Academic Case Management model and oversees the Summer Youth Sports program components	0.35	\$85,000	35%		\$29,750
	TRIO Director	To provide administrative oversight of the pre-college and early decision	0.55	303,000	3370		\$29,730
	Dean of Counseling	program components	0.075	\$128,963	35%		\$9,672
		To provide administrative oversight and support for the EAP, FYE, and					
	Dean of Language Arts	Curriculum Alignment Strategy	0.05	\$138,168	35%		\$6,908
	Crent Diseases	To provide additional resource development assistance and facilitate discussions and connections with HPN partners	0.25	\$93,284	35%		\$23,321
	Grant Director	To provide support and administrative oversight of concurrent enrollment	0.23	333,204	3376		\$25,521
	Admissions and Records Director	courses as included in HPN strategies/solutions	0.1	\$128,489	35%		\$12,849
	Coordinator of Institutional						
	Research & Grants	Supports the IR Programmar and serves as the Chabot HPN Data Manager	0.1	\$105,000	33%	<u> </u>	\$10,500
	Pipeline to College (P2C) Outreach	2.0 FTE to serve 140 additional students at the 2 HPN high schools and 2 HPN	2	¢E2.004	35%	\$107,968	śo
	Specialists	Middle Schools Costs for additional assessment sessions to support Early Decision students		\$53,984	3376	\$107,308	30
	Assessment Coordinator	and High school seniors	30	\$40	35%	\$1,200	\$3,600
		To coordinate and track HPN Early Decision Students who participate in the					
	Counselor Assistant II	FYE, as well as provide programmatic support for the HPN Mentor Program	1	\$48,860	35%	\$48,860	
		Math and English faculty to assess the EAP program and its adoption at					
		Chabot and to expand and support the Early Decision program for 1st year					
	Faculty	students	0.1	\$100,000	35%		
	Faculty	To develop and teach Math Jam and English Intervention course to improve the number of students coming to Chabot without the need for remediation	0.15	\$100,000	35%	\$0	
		To teach HPN FYE Courses (both College-level English and Math as well as one					
	Faculty Instructor for Course	remedial course to support persistence) To support the development of a Professional Learning Community between	0.2	\$100,000	35%	-	
		Chabot Faculty and HUSD Instructors, with a shared focus on EAP, Curriculum					
	Faculty Stipends	Alignment, and Sharing the Page	10	\$1,000		\$0	
	IR Programmer	To provide Chabot data on HPN students	120	\$25	8%	\$3,000	
	S. L. Marker	To provide programmatic and "project-specific" support for Pipeline to College	760	¢10	00/	£7.000	
	Student Assistants	Program (3 Assistants x 8hrs/wk x 32wks x \$10/hr) 3 Student Navigators to meet regularly to tutor, mentor and guide incoming	768	\$10	8%	\$7,680	
		HPN high school students on navigating the college (3 Assistants x 8 hrs/wk x				ļ	
	1	18 wks x \$10/hr)	432	\$10	8%	\$0	1
		To provide 10 tutors to HPN schools (5 hrs/wk x 20 wks x 10 tutors @ \$10/hr)	1000	\$10	8%	\$10,000	
		2 HPN-dedicated College Counselors to 1) serve new, incoming entering first					
		year HPN students at Chabot, and 2) Continue case management and support			l		
	Counselors	for post-secondary persistence for existing HPN students at Chabot	0.4	\$200,000	33%	\$80,000	
		Provide career and major exploration workshops for HPN pre-college/high school senior students	40	\$100	8%		
		Funding from multiple sources for SYSP summer Camp workshop; includes	1	7.55	0,0		
	SYSP Program Staffing	Chabot Faculty					\$45,000
		Additional Counselors to teach PSCN 25: Establish a student ed plan for each					
	Early Decision Counselors	incoming HPN student (8 counselors x 32 hrs x \$100/hr) To serve 60 HPN middle and high school students in the Summer Youth Sports	256	\$100	35%		\$25,60
	Instructors & Camp Counselors (Prof Experts)	and STEM Enrichment Program				\$15,000	
	TOTAL PERSONNEL	and Stew Editionicity Follows	1	1		\$344,561	\$224,69
inge Benefits	HPN Program Coordinator		1	\$70,853	35%	\$24,798.55	<u> </u>
	Admin Assistant II		0.2	\$45,107	35%		\$3,157.
	Dean of Special Programs and			l			
	Grants		0.2	\$128,963	35%	ļ	\$9,027
	Chabot College President		0.05 0.075	\$230,000 \$149,008	35% 35%	 	\$4,02
	VP of Student Services TRIO Director		0.075	\$85,000	35%	 	\$10,41
	Dean of Counseling		0.075	\$128,963	35%	T	\$3,385
	Dean of Language Arts		0.05	\$138,168	35%		\$2,418
			0.25	\$93,284	35%		\$8,162
	Grant Developer/Writer		 				

				,			
	Coordinator of Institutional				2224		£2.465.00
	Research & Grants		0.1	\$105,000	33%		\$3,465.00
	Pipeline to College (P2C) Outreach		_				
	Specialists		2	\$53,984	35%	\$37,789	¢1.200
	Assessment Coordinator		30	\$40	35%	\$420	\$1,260
	Counselor Assistant II		1	\$48,860	35%	\$17,101.00	
	Faculty		0.1	\$100,000	35%		
	Faculty		0.15	\$100,000	35%		
	Faculty Instructor for Course		0.2	\$100,000	35%		
	Faculty Stipends		5	\$1,000		\$0	<u></u>
	IR Programmer		120	\$25	8%	\$240	
	Student Assistants		768	\$10	8%	\$614.40	
			432	\$10	8%	\$0.00	
			1000	\$10	8%	\$800	
	Counselors		0.4	\$200,000	33%	\$26,400	
			40	\$100	8%	\$0	
	NASA Program Staffing					\$0	\$0
	Early Decision Counselors		256	\$100	35%		\$8,960
	Instructors & Camp Counselors			7-50	-2/0		7 -,555
	(Prof Experts)					\$0	
	TOTAL FRINGE BENEFITS			 	-	\$108,163	\$62,682
		E o f i la di i		 		1 7100,103	702,002
	Professional Development	For Professional Development of HPN Program Manager and Staff (PNI				4	40.00-
Travel	(Conferences/Trainings)	Conference, Training, etc)				\$7,000	\$3,000
						1	
		To cover travel and mileage costs to encourage attendance at network					
	Mileage	meetings and support on-going work outside of normal service area				\$3,000	
	TOTAL TRAVEL					\$10,000	\$3,000
Equipment	NONE			T		\$0	\$0
		Fall and Spring Pre/Post Assessment in Math/English for all HPN High School					
Supplies	Assessment Fees	Students	400 tests	\$6.50/test		\$2,600	1
Supplies		Office Supplies and printing costs for recruitment materials	400 (63(3	30.30/1030		\$4,000	
	Office Supplies		30	\$60		\$1,800	ļ
	Fingerprinting Fees	Fingerprinting for tutors to work in HPN schools	30	300		\$1,800	
	Textbooks & Instructional	Textbooks and Program Operating Supplies for P2C, Mentor Program, and FYE				tr. 000	
	Materials	Learning Community				\$5,000	
	TOTAL SUPPLIES					\$13,400	\$0
							1
Contractual	College Tours	College Field Trips for an additional 250 HPN Middle and High School students				\$6,000	\$4,460
	Parent Workshops	Guest speakers for 3 additional Parent Workshops for HPN Parents				\$0	
				1			
		To transport students in Mentor Program from Harder and Park Elementary to		I		l	
	Bus Transportation	Chabot College (In Summer and throughout Academic Year)				\$5,134	
		To provide on-going, certified, evidence-based training and support for the		1		1	
	Mentor Training	Mentors in the HPN Mentor Program		1		\$0	
	THE	Parking permits for monthly C2CERN meetings as well as additional planning		1		 	
	Parking and Campus Safety	and collaboration meetings		1			\$1,500
	r arning and Campus safety	Use of Event Center or President's Board Room for monthly C2CERN meetings		1		 	1 72,500
		as well as additional planning and collaboration meetings; include AV set-up,		1	1	1	
	5 W. II G2GFDII						\$15,000
	Facilities Use: C2CERN	lighting, and sound			-	 	\$13,000
		Use of swimming pools, big gym, little gym, locker rooms, soccer and baseball			1	1	
		fields, multiple classrooms, snack bar, courtyards, and golf cart for Summer				1	
	Facilities Use: SYSP	Youth Sports Program		 			\$25,000
	TOTAL CONTRACTUAL		l		<u> </u>	\$11,134	\$45,960
Construction	NONE						
Other	NONE		<u> </u>				
Total Direct Costs				1		\$487,258	\$336,332
	NONE			 	 	1 740,,250	7550,552
Indirect Costs	<u> </u>			ļ		 	
	Instructors & Camp Counselors						1
	(Prof Experts)	Tuition & Fees for HPN FYE students				\$0	ļ
Training Stipends	· · · · · · · · · · · · · · · · · · ·						1
Training Stipends		To provide 8 Chabot mentors to HPN schools (Harder Elementary and other					
Training Stipends	8 Mentor Training Stipends	To provide 8 Chabot mentors to HPN schools (Harder Elementary and other HPN schools)	8	\$1,000		\$0	
Training Stipends		1 .	8	\$1,000		\$0 \$0	

ATTACHMENT 7 NON-DISCRIMINATION CLAUSE

- During the performance of this Agreement, Subcontractor and all of its subcontractors, if any, shall not deny this Agreement's benefits to any person on the basis of religion, color, race, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee of applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex.
- Subcontractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The provisions of Article 9.5, Chapter 1, Part 1, Divsion3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the policies adopted by the California State University, East Bay, to complement such article.
- Subcontractor and its subcontractors, if any, shall give notice of their obligations under this clause to labor organizations which they have a collective bargaining or other agreement.
- Subcontractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts, if any, to perform work under this Agreement.

ATTACHMENT 8 DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the regulation implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by subcontractors of the California State University East Bay that they will maintain a drug-free workplace.

The subcontractor certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will take against employees for violation of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The subcontractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to engaged in the performance of the subcontract be given copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the California State University East Bay within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ACCEPTANCE:

In accordance with the subcontract, I hereby understand that a drug-free workplace will be provided according to the requirements described above.

ATTACHMENT 9 PRIME FLOW-DOWNS

• US. Department of Education – Education Department General Administrative Regulations (EDGAR) (See Grant Award Notification)



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

,							
1	RECIPIENT NAME	2 AWARD INFORMATION					
	California State University, East Bay Foundation, Inc. 25976 Carlos Bee Boulevard Hayward, CA 94542 - 1602	PR/AWARD NUMBER U215N110037 - 15 ACTION NUMBER 10 ACTION TYPE Continuation AWARD TYPE Discretionary (Research and Devel	lopment)				
3	PROJECT STAFF	4 PROJECT TITLE					
)	RECIPIENT PROJECT DIRECTOR Carolyn Nelson (510) 885-4625 carolyn.nelson@csueastbay.edu EDUCATION PROGRAM CONTACT Sarah M Zevin (202) 260-8363 sarah.zevin@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE 888-336-8930 HELPDESK edcaps.user@ed.gov	84.215N Hayward Promise Neighborhood					
5	KEY PERSONNEL						
	NAMETITLEMelinda HallProgram ManagerJames ZarilloAdmin. supportSean WilliamsFinance ManagerCarolyn NelsonProject Director	LEVEL OF EFFORT 100 % 20 % 5 % 0 %					
6	AWARD PERIODS						
		6 - 12/31/2016 2 - 12/31/2016					
7	AUTHORIZED FUNDING						
	THIS ACTION BUDGET PERIOD PERFORMANCE PERIOD	\$5,105,550.00 \$5,105,550.00 \$24,054,743.00					
8	ADMINISTRATIVE INFORMATION						
	EDGAR AS APPLICA 2 CFR AS APPLICAI						
9	LEGISLATIVE AND FISCAL DATA						
	AUTHORITY: PL XXX T SECONDA	LE V, PART D, SUBPART 1 ELEMENTARY AND Y ACT -					
	PROGRAM TITLE: FUND FOR THE IMPROVEMENT OF EDUCATION						



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

CFDA/SUBPROGRAM NO: 84.215N									
FUND	FUNDING	AWARD	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT	AMOUNT
CODE	YEAR	YEAR						CLASS	
0203M	2015	2016	EU000000	В	GP1	000	215	4101C	\$5,105,550.00

10 PR/AWARD NUMBER:

U215N110037 - 15

RECIPIENT NAME:

California State University, East Bay Foundation, Inc.

GRANTEE NAME:

CALIFORNIA STATE UNIVERSITY EAST BAY FOUNDATION

25976 CARLOS BEE BLVD, HAYWARD, CA 94542 - 1602

PROGRAM INDIRECT COST TYPE:

Unrestricted

PROJECT INDIRECT COST RATE:

TERMS AND CONDITIONS

(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:

1) THE RECIPIENT'S APPLICATION (BLOCK 2);

2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180, NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND

3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THIS AWARD SUPPORTS THE FINAL BUDGET PERIOD FOR THIS PROJECT. THE RECIPIENT IS REQUIRED TO SUBMIT ALL NECESSARY REPORTS TO THE DEPARTMENT OF EDUCATION WITHIN 90 DAYS AFTER THE END OF FEDERAL SUPPORT IN ACCORDANCE WITH 2 CFR 200.327 AND 200.328 (BLOCK 6).

(2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If you subaward under this grant, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

- 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
- 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (3) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant s project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

AUTHORIZING OFFICIAL DATE

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

- PECIPIENT NAME The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan
 or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION Unique items of information that identify this notification.
 - PR/AWARD NUMBER A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
 - ACTION NUMBER A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - *RECIPIENT PROJECT DIRECTOR The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - **EDUCATION PROGRAM CONTACT** The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.
 - **EDUCATION PAYMENT CONTACT** The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.* KEY PERSONNEL Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS Project activities and funding are approved with respect to three different time periods, described below:
 - **BUDGET PERIOD** A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - **PERFORMANCE PERIOD** The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - *FUTURE BUDGET PERIODS The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
 - *THIS ACTION The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - *BUDGET PERIOD The total amount of funds available for use by the grantee during the stated budget period to this date.
 - *PERFORMANCE PERIOD The amount of funds obligated from the start date of the first budget period to this date.
 - **RECIPIENT COST SHARE** The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- **8. ADMINISTRATIVE INFORMATION** This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

- **DUNS/SSN** A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.
- *REGULATIONS Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.
- *ATTACHMENTS Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain

 Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.
- 9. LEGISLATIVE AND FISCAL DATA The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

- 10. TERMS AND CONDITIONS Requirements of the award that are binding on the recipient.
 - *PARTICIPANT NUMBER The number of eligible participants the grantee is required to serve during the budget year.
 - *GRANTEE NAME The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the DUNS number registered in SAM under the name and address appearing in this field. This name, address and the associated DUNS is what is displayed in the SAM Public Search.
 - *PROGRAM INDIRECT COST TYPE The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).
 - *PROJECT INDIRECT COST RATE The indirect cost rate applicable to this grant.
 - *AUTHORIZING OFFICIAL The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

^{*} This item differs or does not appear on formula and block grants.