



**Attachment 1**  
**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**

*Copy of Award Notice (attached 1 pages)*

*Special 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 Government under its Prime Award.
3. *Automatic Carry Forward:*     / Yes     / No  
(If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official contact, as shown in Attachment 3).

Additional Special Terms:

**Attachment 3A**  
Research Subaward Agreement

Subaward Number:

W207600-234

**Pass-through Entity Contacts**

**Pass-through Entity**

Name: California State University, East Bay

Address: 25800 Carlos Bee Boulevard

City: Hayward

State: CA

Zip Code: 94542

**Pass-through Entity's Administrative Contact**

Name: Sean Williams

Address: Office of Research and Sponsored Programs

25800 Carlos Bee Boulevard

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: Bruce Simon

Address: Institute for STEM Education

25800 Carlos Bee Boulevard

City: Hayward

State: CA

Zip Code: 94542

Telephone: 510-885-7319

Fax: 510-885-4618

E-mail: bruce.simon@csueastbay.edu

**Pass-through Entity's Financial Contact**

Name: Mark Vidal

Address: Office of Research and Sponsored Programs

25800 Carlos Bee Boulevard

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: Edward Inch

Address: VP, Academic Affairs/Provost

25800 Carlos Bee Boulevard

City: Hayward

State: CA

Zip Code: 94542

Telephone: 510-885-3711

Fax: 510-885-2295

E-mail: edward.inch@csueastbay.edu

**Attachment 3B**  
**Research Subaward Agreement**  
**Subrecipient Place of Performance**

Subaward Number:

**Subrecipient**

Name:

Address:

City:  State:  Zip Code + 4:   
(Look-Up)

EIN No.:  Institution Type:

Is Subrecipient currently registered in SAM?  Yes  No

Is Subrecipient exempt from reporting compensation?  Yes  No

**If no , please complete 3B page 2**

DUNS No.:  Parent DUNS No.:  Congressional District:  Congressional District:

**Subrecipient Administrative Contact**

Name:

Address:

City:  State:  Zip Code:

Telephone:  Fax:

E-mail:

**Subrecipient Principal Investigator (PI)**

Name:

Address:

City:  State:  Zip Code + 4:

Telephone:  Fax:

E-mail:

**Subrecipient Financial Contact**

Name:

Address:

City:  State:  Zip Code:

Telephone:  Fax:

E-mail:

**Subrecipient Authorized Official**

Name:

Address:

City:  State:  Zip Code:

Telephone:  Fax:

E-mail:

**Attachment 4**  
**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 Principal Investigator 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 Financial Contact identified in Attachment 3, within 90 days of the end of the month.
- 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, Subrecipient agrees to notify PTE's Financial 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 Principal Investigator 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  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.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award

Other Special Reporting Requirements

01/01/2017 - report of data and information required for submission to the Chancellors Office per page 13 of the RFA

06/15/2018 - Data and information needed for final grant report

**Attachment 5**

**Cost Reimbursement Research Subaward Agreement**

Statement of Work(SOW)

Cost Sharing

Budget

**Statement of Work**

Below  or  Attached pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Cost Sharing:

Yes, Amount \$

No

**Budget Information**

Below  or  Attached pages

Indirect Cost Rate (IDC) Applied <sup>0.00%</sup> on  DC,  MTDC, or  other  
 Check here if using other IDC rate of **00.0** %

Direct Costs  
Indirect Costs  
Total Costs

\$ 70,000  
\$ 0  
\$ 70,000

## Greater Bay Area K20 Basic Skills Consortium Statement of Work

**Explanation/Description of work to be performed:**

A lead representative will be assigned to serve on the consortium Steering Committee to advise and assist with the implementation of all aspects of the grant. The representative will serve as the local champion for the consortium within his/her campus community and will convene ad-hoc campus working groups to inform the work of the consortium. He/she will also recruit campus representatives to participate in ad-hoc working groups consisting of representatives across the Bay Area region from other partnering institutions in order to assist with alignment and integration efforts. Finally, the lead representative will be responsible for working with grant staff to secure any information needed for reporting purposes.

**Deliverables and/or Required Reports:**

Description	Due Date	Payment(s)
Execution of sub-award agreement	July 15, 2016	October 15, 2016
January 1, 2017 report of data and information required for submission to the Chancellors Office per page 13 of the RFA	January 1, 2017	January 15, 2017
Participation in Steering Committee calls.	Ongoing, at least monthly	April 15, 2017
Recruitment of campus representatives for ad-hoc working groups.	Ongoing, with emphasis in months 1-6	July 15, 2017
Leading work needed to on campus to support the design of course offerings and related supports and engaging in regional working groups to integrate and align efforts	Ongoing, with emphasis in months 19-24	October 15, 2017
Facilitating work needed on campus to ensure delivery of course offerings and related supports in accordance with design and implementation agreements reached by consortium members	Ongoing, with emphasis in months 19-24	January 15, 2018
Assistance with data, information, decisions and approvals needed from the campus when necessary.	Ongoing	April 15, 2018
Data and information needed for final grant report	June 15, 2018	June 15, 2018
<b>Total:</b>		<b>\$140,000</b>



05-04-16



PI: Las Positas College/Lisbeth Coiman  
 Title: Basic Skills Partnership Pilot Program  
 Project Period: 7/1/16-6/30/18

Sponsor: Ohlone Community College  
 flowdown from CA Community College Chancellor's Office  
 Program: BSPPP

Categories				Year 1	Year 2	Total
<b>PERSONNEL (REGULAR SAL AND WAGES):</b>						
PI (Lisbeth Coiman)	Annual	% effort	Release Time			
	\$98,892	25%	0%	24,723	25,712	50,435
Math Faculty Lead (Jennie Graham; 150 hours/year; 2 years; \$46.97/hour)	\$7,046	N/A	N/A	7,046	7,328	14,374
Math Faculty Co-Lead (Howard Blumenfeld; 80 hours/year; 2 years; \$46.97/hour)	\$3,758	N/A	N/A	3,758	3,908	7,666
English Faculty Lead (Meghan Swanson; 150 hours/year; 2 years; \$46.97/hour)	\$7,046	N/A	N/A	7,046	7,328	14,374
English Faculty Co-Lead (Michelle Gonzales; 80 hours/year; 2 years; \$46.97/hour)	\$3,758	N/A	N/A	3,758	3,908	7,666
<b>Subtotal - Personnel</b>				<b>46,331</b>	<b>48,184</b>	<b>94,515</b>
<b>FRINGE BENEFITS</b>						
	AY Release	AY overload	Summer			
PI (Lisbeth Coiman)	44.00%	0.00%	0.00%	10,878	11,313	22,191
Non-Instructional F-Rate English & Math Faculty (11%)	0.00%	0.00%	0.00%	3,100	3,224	6,324
<b>Subtotal - Fringe Benefits</b>				<b>13,978</b>	<b>14,537</b>	<b>28,515</b>
<b>SUBTOTAL TOTAL PAYROLL</b>				<b>60,309</b>	<b>62,721</b>	<b>123,030</b>
<b>Rate # Miles</b>						
Local Mileage (Aggregate for faculty; averaging 912 miles per year)	0.540	1,824.00		985	985	1,970
<b>SUBTOTAL TRAVEL</b>				<b>985</b>	<b>985</b>	<b>125,000</b>
<b>OTHER DIRECT COSTS:</b>						
Payments to Livermore, Pleasanton & Dublin Unified School Districts for Teacher Compensation (\$2,500/year; 2 years; 3 Districts)				7,500	7,500	15,000
<b>SUBTOTAL OTHER DIRECT COSTS</b>				<b>7,500</b>	<b>7,500</b>	<b>140,000</b>
<b>Direct Costs</b>				<b>68,794</b>	<b>71,206</b>	<b>140,000</b>
<b>TOTAL*</b>				<b>68,794</b>	<b>71,206</b>	<b>140,000</b>

\*All costs subject to allowability

<b>Allocated Budget</b>	70,000	70,000	140,000
<b>Over (+) or Under (-) Budget</b>	1,206	(1,206)	0

**LAS POSITAS COLLEGE**  
**BUDGET JUSTIFICATION**  
**Basic Skills Partnership Pilot Program**

**A. INSTRUCTIONAL SALARIES:**

Payments of \$46.97 for each hour of service will be provided for up to 460 hours to faculty (Total of four faculty) committed to participate in region-wide ad-hoc working groups convened to inform and support the project. Budgeted amount for compensation: \$44,080.

**B. NON-INSTRUCTIONAL SALARIES:**

Lisbeth Coiman, Foundational Skills and Non-Credit Coordinator, will be responsible for serving on the Steering Committee and advising on all aspects of the program, serving as the champion on campus for the project, convening ad-hoc working groups as necessary to inform and support the project and recruiting campus representatives willing to participate in region-wide ad-hoc working groups convened to inform and support the project. She will spend 25% of her time on the project for the two year/24 month period. Budgeted amount for compensation: \$50,435.

**C. FRINGE BENEFITS**

Fringe benefits are identified at 44% of base salary for the PI; and, 11% for the faculty serving on the grant in a Non-Instructional F-Rate compensation as per the faculty contract. For the two year period, this will be a cost of \$28,515 for both instructional and non-instructional staff.

**D. OTHER COSTS**

TriValley Educational Collaborative High School Districts will be compensated at \$2500 each per year for the two year period. Budgeted amount for compensation: \$15,000. Mileage for instructional and non-instructional staff will be 912 miles per year for two years. Budgeted amount for mileage: \$1,970.

**E. INDIRECT COSTS**

There are no indirect costs requested from this grant.

**F. TOTAL DIRECT AND INDIRECT COSTS**

The total amount of this request is \$140,000 for a two year/24 month period from July 19, 2016 through June 30, 2018.

**Attachment 6**

**Basic Skills Partnership Pilot Program  
Las Positas College  
Additional Terms & Conditions  
07/01/2016-06/30/17**

**1. 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 Las Positas College or which become available to Las Positas College in order to carry out this agreement, shall be protected by Las Positas College from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to CSUEB.

CSUEB shall provide Las Positas College 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.

Las Positas College 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 Las Positas College possession, is independently developed by Las Positas College outside the scope of this agreement, or is rightfully obtained from third parties.

**2. Indemnification**

The CSUEB and Las Positas College agree to mutually indemnify one another. CSUEB shall indemnify, defend save harmless Las Positas College, its 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.

Las Positas College 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 Las Positas College.

**3. Examination and Audit**

Las Positas College 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.

#### 4. Insurance

Las Positas College 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. Las Positas College agrees to provide all required certificates of insurance to the CSUEB prior to the commencement of any work under this Contract. CSUEB and Las Positas College agree that the specified coverage or limits of insurance in no way limit the liability of the Las Positas College.

#### 5. Discrimination

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

#### 6. 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.

**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 or 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, Division 3, 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**

- Board of Governors, California Community College Chancellor's Office (BOG-CCCCO)  
(See Grant Award Notification)

**THIS FORM MAY NOT BE REPLICATED  
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

Board of Governor's, California Community Colleges Chancellor's Office - 6870	<b>DISTRICT USE ONLY</b>
	District (Grantee): <u>Ohlone CCD</u>
	College: <u>Ohlone College</u>

<b>Grant Agreement</b>	<b>BOG-CCCCO USE ONLY</b>
Academic Affairs	Grant Agreement No.: <b>15 - 069 - 003</b>
Basic Skills Partnership Pilot Program	Funding Fiscal Year
RFA # <b>15 - 069</b>	<u>2015-16</u> Total Amount Encumbered : \$ <u>1,999,999</u>

This grant is made and entered into, by and between, the Board of Governor's, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 19, 2016 to June 30, 2017. The Final Report must be submitted within 30 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

**GRANTEE**

Project Director: <u>Dr. Mike Holtzclaw</u>	Total Grant Funds Requested: \$ <u>1,999,999</u>
Signature, Chief Executive Officer (or authorized Designee)	
Date:	

Print Name/Title of Person Signing: <u>Dr. Gari Browning, President/Superintendent</u>	District Address: <u>43600 Mission Blvd</u> <u>Fremont, CA 94539-5884</u>
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**STATE OF CALIFORNIA**

Project Monitor: <u>Eric Nelson</u>	Agency Address: <u>1102 Q Street, Suite 4400</u> <u>Sacramento, CA 95811-6539</u>
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Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
<u>6870 - 620 - 0001 ( )</u>	<u>4238 - 751 - 40429</u>	<u>22</u>	<u>2015</u>	<u>2014-15</u>	\$ <u>1,999,999</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Amount Encumbered :</b>					<b>\$ <u>1,999,999</u></b>

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.
Date:

Signature, Deputy Chancellor (or authorized Designee)
Date:

Print Name/Title of Person Signing: <b>Erik Skinner, Interim Chancellor</b>
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