

4.3

# FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: <input type="text" value="Other [Type in Agency]"/>		US Department of Education
Pass-Through Entity (PTE): <b>California State University, East Bay</b>		Subrecipient: <b>Chabot-Las Positas CCD, Chabot College</b>
PTE PI: <input type="text" value="Carolyn Nelson"/>		Sub PI: <input type="text" value="Lorenzo Legaspi"/>
PTE Federal Award No: <input type="text" value="U215N170023"/>		Subaward No: <input type="text" value="W1183-301"/>
Project Title: <input type="text" value="South Hayward Promise Neighborhood"/>		
Subaward Period of Performance (Budget Period): Start: <input type="text" value="01/01/2018"/> End: <input type="text" value="12/31/2018"/>		Amount Funded This Action (USD): \$ <input type="text" value="261,646.00"/>
Estimated Project Period (if incrementally funded): Start: <input type="text"/> End: <input type="text"/>		Incrementally Estimated Total (USD): \$ <input type="text"/>

### Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 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 Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
Name: <input type="text" value="Sean Williams"/>	Date: <input type="text"/>	Name: <input type="text" value="Lorenzo Legaspi"/>	Date: <input type="text"/>
Title: <input type="text" value="ORSP, Director of Compliance"/>		Title: <input type="text" value="Vice Chancellor, Business Services"/>	

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

W1183-301

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that 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 in accordance with 2 CFR 200.450.

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 PTE.

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 31 U.S.C. 1352. 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.

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

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

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**Audit and Access to Records**

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
**W1183-301**

**Required Data Elements**

The data elements required by Uniform  
Guidance are incorporated **in the attached Federal Award.**

Federal Award Issue Date	FAIN	CFDA No.
01/01/18	U215N170023	84.215N

**This Subaward Is:**

Research & Development     Subject to FFATA

CFDA Title
Promise Neighborhood Initiative
Key Personnel Per NOA
Carolyn Nelson

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<https://www.ed.gov/>

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://www.ed.gov/>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<http://www.csueastbay.edu/orsp/files/policies/Subrecipient-Monitoring-Policy.pdf> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: **Additive**

This section intentionally left blank

**Special Terms and Conditions:**

**Copyrights:**

Subrecipient Shall Grant to PTE 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 solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Data Sharing and Access (Check if applicable):**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and provided upon request.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Other Sponsor Agency:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

**Work Involving Human or Vertebrate Animals (Select Applicable Options)**

Human Subjects     Vertebrate Animals     No Human or Vertebrate Animals

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

The PTE requires verification of IRB and/or IACUC approval be sent to the  as follows:

IRB

**Human Subjects Data (Select One)**

Human Subjects Data will be exchanged under this Subaward (check all that apply):

- From Subrecipient to PTE
- From PTE to Subrecipient

The PTE will set forth the terms of the exchange of Human Subjects Data (Select One):

**Additional Terms**

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:  
W1183-301

**PTE Information**

Entity Name: California State University, East Bay  
Legal Address: 25800 Carlos Bee Blvd  
Hayward, CA 94542  
Website: http://www.csueastbay.edu

**PTE Contacts**

Central Email: [Redacted]  
Principal Investigator Name: Carolyn Nelson  
Email: carolyn.nelson@csueastbay.edu Telephone Number: 510-885-3942  
Administrative Contact Name: Dorine Mendelsohn  
Email: dorine.mendelsohn@csueastbay.edu Telephone Number: 510-885-7594  
COI Contact email (if different to above): [Redacted]  
Financial Contact Name: Jomelie Cala  
Email: jomelie.cala@csueastbay.edu Telephone Number: 510-885-7645  
Email invoices?  Yes  No Invoice email (if different): dorine.mendelsohn@csueastbay.edu  
Authorized Official Name: Sean Williams  
Email: sean.williams@csueastbay.edu Telephone Number: 510-885-2301

**PI Address:**

25800 Carlos Bee Blvd, AE 111  
Hayward, CA 94542

**Administrative Address:**

25800 Carlos Bee Blvd, SF 302  
Hayward, CA 94542

**Invoice Address:**

25800 Carlos Bee Blvd, AE 369  
Hayward, CA 94542

**Attachment 3B****Subrecipient Contacts**

Subaward Number:

W1183-301

**Subrecipient Information for FFATA reporting**

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

EIN No.: 94-1670563

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

DUNS: 787243336

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

Parent DUNS: 071680961

This section for U.S. Entities:

Zip Code Look-up

Place of Performance Address

Congressional District: 15

Zip Code+4:

94545-2447

Chabot College  
25555 Hesperian Blvd  
Hayward, CA 94545

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name: Lorenzo Legaspi

Email: rgalas@chabotcollege.edu

Telephone Number: 510-723-7570

Administrative Contact Name: Jeanne Wilson

Email: jwilson@chabotcollege.edu

Telephone Number: 510-723-6956

Financial Contact Name: Lorenzo Legaspi

Email: llegaspi@clpccd.org

Telephone Number: 925-485-5201

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

**Legal Address:**

Chabot College  
25555 Hesperian Blvd  
Hayward, CA 94545

**Administrative Address:**

Chabot College  
25555 Hesperian Blvd  
Hayward, CA 94545

**Payment Address:**

Chabot College  
25555 Hesperian Blvd  
Hayward, CA 94545

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:  
W1183-301

**Subrecipient:**

Institution Name: Chabot-Las Positas CCD, Chabot College

PI Name: Lorenzo Legaspi

**Highest Compensated Officers**

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

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

W1183-301

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
- Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. 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.
- A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is restricted for this subaward by the Pass-Through Entity

Submit carryover requests to the Financial Contact

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 60 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 Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

**Other Special Reporting Requirements:**

Progress Report due dates are: April 15, 2018; July 15, 2018; October 15, 2018; January 15, 2019

Final Program Report and Final Invoice must be submitted no later than January 31, 2019 in accordance with allowable costs terms and conditions in accordance with 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.



**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:  
W1183-301

**Statement of Work**

Below  Attached,  pages

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

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/> <input type="text"/>	<b>Cost Sharing</b> <input type="text" value="Yes"/> If Yes, include Amount: \$ <input type="text" value="245,667.03"/>
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**Budget Details**  Below  Attached,  pages

Match includes waived IDC.

**Budget Totals**

Direct Costs	\$	<input type="text" value="261,646.00"/>
Indirect Costs	\$	<input type="text"/>
Total Costs	\$	<input type="text" value="261,646.00"/>

*All amounts are in United States Dollars*

Subaward Number:

W1183-301

## **Attachment 6**

**Notice of Award (NOA) and any additional documents**

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.



**US Department of Education  
Washington, D.C. 20202**

U215N170023

**GRANT AWARD NOTIFICATION**

<p><b>1</b> RECIPIENT NAME</p> <p>California State University, East Bay Foundation, Inc. 25800 Carlos Bee Boulevard Hayward, CA 94542 - 3000</p>	<p><b>2</b> AWARD INFORMATION</p> <p>PR/AWARD NUMBER      U215N170023 ACTION NUMBER        1 ACTION TYPE            New AWARD TYPE            Discretionary</p>															
<p><b>3</b> PROJECT STAFF</p> <p>RECIPIENT PROJECT DIRECTOR Carolyn Nelson            (510) 885-3942 <a href="mailto:carolyn.nelson@csueastbay.edu">carolyn.nelson@csueastbay.edu</a> EDUCATION PROGRAM CONTACT Karen Dorsey Hargrove    (202) 453-6695 <a href="mailto:Karen.dorseyhargrove@ed.gov">Karen.dorseyhargrove@ed.gov</a> EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK        888-336-8930 <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a></p>	<p><b>4</b> PROJECT TITLE</p> <p>84.215N South Hayward Promise Neighborhood Initiative</p>															
<p><b>5</b> KEY PERSONNEL</p> <table border="0"> <thead> <tr> <th><u>NAME</u></th> <th><u>TITLE</u></th> <th><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Carolyn Nelson</td> <td>Project Director</td> <td>0 %</td> </tr> </tbody> </table>		<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Carolyn Nelson	Project Director	0 %									
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Carolyn Nelson	Project Director	0 %														
<p><b>6</b> AWARD PERIODS</p> <p>BUDGET PERIOD      01/01/2018 - 12/31/2018 PERFORMANCE PERIOD    01/01/2018 - 12/31/2022</p> <p>FUTURE BUDGET PERIODS</p> <table border="0"> <thead> <tr> <th><u>BUDGET PERIOD</u></th> <th><u>DATE</u></th> <th><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>01/01/2019 - 12/31/2019</td> <td>\$5,991,436.72</td> </tr> <tr> <td>3</td> <td>01/01/2020 - 12/31/2020</td> <td>\$5,999,489.98</td> </tr> <tr> <td>4</td> <td>01/01/2021 - 12/31/2021</td> <td>\$5,953,008.70</td> </tr> <tr> <td>5</td> <td>01/01/2022 - 12/31/2022</td> <td>\$5,962,409.02</td> </tr> </tbody> </table>		<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	2	01/01/2019 - 12/31/2019	\$5,991,436.72	3	01/01/2020 - 12/31/2020	\$5,999,489.98	4	01/01/2021 - 12/31/2021	\$5,953,008.70	5	01/01/2022 - 12/31/2022	\$5,962,409.02
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<p><b>7</b> AUTHORIZED FUNDING</p> <table border="0"> <tbody> <tr> <td>THIS ACTION</td> <td>\$5,921,282.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$5,921,282.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$5,921,282.00</td> </tr> </tbody> </table>		THIS ACTION	\$5,921,282.00	BUDGET PERIOD	\$5,921,282.00	PERFORMANCE PERIOD	\$5,921,282.00									
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PERFORMANCE PERIOD	\$5,921,282.00															
<p><b>8</b> ADMINISTRATIVE INFORMATION</p> <p>DUNS/SSN      194044335 REGULATIONS    CFR PART Part 74, 75, 77, 79, 80 -86, 97, 98, 99 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS    1, 2, 3, 6, 8, 9, 11, 12, 13, 14, E-3, E1, E2, E4, E5</p>																
<p><b>9</b> LEGISLATIVE AND FISCAL DATA</p> <p>AUTHORITY:                    PL XXX TITLE V, PART D, SUBPART 1 EVERY STUDENT SUCCEEDS ACT, TITLE IV, PART F SUBPART 2, SECTION 4624 PROGRAM TITLE:                FUND FOR THE IMPROVEMENT OF EDUCATION CFDA/SUBPROGRAM NO:        84.215N</p>																



**US Department of Education  
Washington, D.C. 20202**

U215N170023

**GRANT AWARD NOTIFICATION**

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0203M	2017	2018	EU000000	B	GPI	000	215	4101C	\$5,921,282.00

**10** PR/AWARD NUMBER: U215N170023  
 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: 25%

**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.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM,
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT,
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT,
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION,
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.327 AND 200.328, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY,
- 6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

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

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

(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.



US Department of Education  
Washington, D.C. 20202

U215N170023

## GRANT AWARD NOTIFICATION

If subawards are permitted under this grant, and you choose to make subawards, 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) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (4) 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))

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.



**US Department of Education  
Washington, D.C. 20202**

U215N170023

**GRANT AWARD NOTIFICATION**

Validity unknown

Digitally signed by Anna Hinton

Date: Wed Dec 20 17:40:07 EST 2017



\_\_\_\_\_  
AUTHORIZING OFFICIAL

\_\_\_\_\_  
DATE

## Attachment 7

**South Hayward/Hayward Promise Neighborhood  
Chabot College  
Scope of Work and  
Additional Terms & Conditions  
1/1/2018 – 12/31/2022**

### 1. Background

The South Hayward/Hayward Promise Neighborhood (SH/HPN) Initiative is funded under the United States Department of Education's Promise Neighborhood Initiative. California State University, East Bay (CSUEB) is the grantee and lead agency for the SH/HPN Initiative, working to implement the initiative in collaboration with 10 partners as Sub-recipients. SH/HPN is a place-based collaborative partnership working to ensure educational success and a safe, healthy, thriving community for all living in Hayward.

Following are the specific roles and responsibilities agreed to by CSU East Bay and Sub-recipients.

### 2. Deliverables

In order for HPN to achieve its results and move the indicators, Sub-recipient accepts and agrees that continued HPN funding is dependent on meeting the deliverables stated below for its solutions/strategies. In addition, CSUEB and all HPN partners, including Sub-recipient, accept and agree that continued HPN funding is dependent on the solutions/strategies, identified as Deliverables, making the impact that will move the SH/HPN Indicators towards achieving the results as defined by the U.S. Department of Education.

#### a. Data Gathering/Analysis/Use

- i. **Appoint a Partner Project Manager and Partner Data Manager**
- ii. **Gather and submit all required SH/HPN data, working with CSU East Bay for the following SH/HPN data systems and requirements: Annual Performance Report (APR), Ad Hoc Report, Promise Neighborhood Score Card and Salesforce.**
- 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. SH/HPN Implementation Team

Partner Project Manager will attend all meetings of the Implementation Team. Designees are only to be sent in rare occasions when unforeseen circumstances prevent the Partner Project Manager. Minutes of these meetings will be distributed in a timely manner.

#### c. SH/HPN Networks

At least one representative from Sub-recipient will attend meetings of the Early Learning Network, the Cradle to Career Education Reform Network (C2CERN) or the Neighborhood Health and Empowerment Network based on the solutions the Sub-recipient is delivering.

#### d. Other SH/HPN Meetings

Representatives from Sub-recipient will attend other SH/HPN meetings as needed when invited by the SH/HPN Executive Director.

e. **Project Representation**

When pertaining to presentations/publication outside of the SH/HPN collective partnership, all deliverables shall be communicated and approved through CSUEB prior to public dissemination.

f. **Budgets and Invoicing**

Working with the SH/HPN Budget Analyst, the Sub-recipient shall produce a budget that aligns their identified deliverables/partner specific programs/solutions with the requested funding. Sub-recipient shall submit the pre-authorized invoice template to CSUEB quarterly during the fiscal year.

g. **Partner Specific Programs**

Pipeline to College (P2C): Middle to High School Transition

The P2C Middle to High School Transition program activities will build upon Chabot's TRIO Educational Talent Search program and enable the program to expand service to an additional 50 students for a total of 100 students served each year. This program collaborates with HUSD and the City of Hayward to provide afterschool tutoring, academic planning services, college readiness and planning workshops for parents and students, monitoring of students' academic progress, field trips, and a Summer Youth Sports Program. In addition, program staff will also support HUSD Summer Rising Academies by following-up with students as they transition to the high school Freshmen Academy. The Summer Youth Sports Program will include a wheel curriculum for CTE/Career Exploration with a focus on health, engineering and digital media careers [aligns with CPT priorities and Tennyson's Communications and Multimedia Academy (CMMA)]. The program will target and case manage "cusp" students (just below proficiency) as they move from middle school to high school and continue to track those students who choose to attend Chabot College.

Pipeline to College (P2C): High School to College Transition

The P2C High School to College Transition program activities will also build upon Chabot's TRIO Educational Talent Search program and enable the program to expand service to an additional 100 students for a total of 200 Tennyson students served each year. This program collaborates with HUSD and the City of Hayward to provide academic planning services, college readiness and planning workshops for parents and students, college tours, assistance with financial aid and college applications, ACT/SAT prep courses, monitoring of students' academic progress, and the opportunity to serve as program counselors for the Summer Youth Sports Program. A Chabot College Counselor will be assigned to Tennyson to serve as liaison to high school counselors, provide academic advising services and instruction in college success courses. The program will target and case manage "cusp" students (just below proficiency) as they move from high school to college and continue to track those students who choose to attend Chabot College.

Major program components include:

- *Transition to Chabot First-Year Experience, Career Pathway and Special programs:* College readiness workshops will also include presentations on Chabot college success programs to help students transition to college and graduate by providing them a set course schedule that supports their career/major goals, a dedicated counselor and academic planning and support services.



- *Expanded Early Decision*: supporting students interested in attending Chabot in completing all matriculation components (assessment, orientation, student education planning, and registration) and receiving priority early registration. All interested students will be enrolled in April each year at Chabot's Early Registration Day.

- *Early College Credit dual/concurrent enrollment courses* – opportunities to earn college credit in common Chabot general education and college success (PSCN 25, PSCN 10 & 20) transferable courses needed for graduation/transfer to 4-year institutions

- *High School Counselor Summer Boot Camp*: Building on the work of the Career Pathways Trust Counselor Collaborative and Chabot's existing relationships with high school counselors, Chabot will host annual Summer Boot Camps for high school counselors to update them on changes to matriculation processes, assessment changes/requirements, degree/transfer requirements and other college/CSU requirements

### 3. Matching

Chabot College commits to participating in the South Hayward Promise Neighborhood (SHPN) initiative in the following ways:

- We will participate in the initiative's collaborative governance, implementation, and ongoing improvement, through participation in planning activities and collaborative meetings, as part of the Executive Leadership Group, C2CERN, and the 0-16 Implementation Team.
- We will provide college readiness and transition services to middle and high school students to approximately 300 students each year. In addition, each year we will provide opportunities to earn early college credit to at least 135 middle and high school students through a dual enrollment agreement that has already been established with Hayward Unifies School District. These courses are offered at no cost to students. These services are provided through a combination of PN grant funding and other funding leveraged from state and federal resources including the TRIO Talent Search, Chabot College general funds, unrecovered indirect costs, and restricted funding from state grant and categorical funding.

Chabot College will provide \$1,538,741 in matching resources to the South Hayward Promise Neighborhoods initiative over the five-year federal grant period.

### 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 Sub-recipient or which become available to Sub-recipient in order to carry out this agreement, shall be protected by Sub-recipient from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to CSUEB.

CSUEB shall provide Sub-recipient 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.

Sub-recipient 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 Sub-recipient possession, is independently developed by Sub-recipient outside the scope of this agreement, or is rightfully obtained from third parties.

## 5. Indemnification

The CSUEB and Sub-recipient agree to mutually indemnify one another. CSUEB shall indemnify, defend save harmless Sub-recipient, 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.

Sub-recipient 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 Sub-recipient.

## 6. Examination and Audit

Sub-recipient 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

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

## 8. Discrimination

CSUEB has a zero tolerance policies regarding unlawful discrimination harassment and violence. Sub-recipients are responsible for the behavior of their employees and contractors. CSUEB will require the Sub-recipients to report the placement of any grant personnel on administrative leave relating to a harassment finding or investigation. Sub-recipients found in violation of these policies may be terminated.

**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.

Chabot College Year 1 (01/01/18 - 12/31/18) South Hayward Promise Neighborhood		Grant Request	Matching Funds
Expense	Calculations	Year 1	Year 1
<b>1. Personnel</b>			
Salaried Personnel			
	Ann. Sal.		
SHPN Project Coordinator	64,000.00	\$ 64,000.00	\$ -
ETS Program Coordinator	55,000.00	\$ 27,500.00	\$ -
Counseling Faculty (0.60 FTE)	80,000.00	\$ 24,000.00	\$ -
TRIO ETS Project Director	75,539.00	\$ -	\$ 18,884.75
CTE/Early College Credit Program Manager	97,016.00	\$ -	\$ 9,701.60
TRIO ETS Outreach Specialists	60,472.00	\$ -	\$ 15,118.00
Faculty Instructors for Curriculum Alignment - ELA, Math, CTE, STEM	15,000.00	\$ 9,750.00	\$ 5,250.00
Hourly Personnel			
	# staff grant		
Chabot Summer Youth Program Assistants	7	\$ 9,240.00	\$ 7,920.00
Chabot Summer Youth Program Instructors	3	\$ 4,500.00	\$ -
Institutional Research Staff	1	\$ 3,200.00	\$ -
Admissions and Records Specialist 2	1	\$ 2,000.00	\$ -
		\$ -	\$ -
Subtotal Personnel		\$ 171,690.00	\$ 56,874.35
<b>2. Fringe/Benefits</b>			
	Rate		
Fringe/Benefits	40%	\$ 68,676.00	\$ 22,749.74
Subtotal Fringe/Benefits		\$ 68,676.00	\$ 22,749.74
<b>3. Travel</b>			
	\$/Unit		
PNI Conference in Washington, D.C.	2500	\$ 7,500.00	
Southern California Equity Conference	1750		
Student Success Conference	1750		
Mileage	0.56	\$ 280.00	
Subtotal Travel		\$ 7,780.00	\$ -
<b>5. Supplies</b>			
	\$/Unit		
Program Operating Supplies	1	\$ 3,000.00	
Summer Youth Program Instructional Materials	1	\$ 2,500.00	\$ 2,000.00
		\$ -	
Subtotal Supplies		\$ 5,500.00	\$ 2,000.00
<b>8. Other</b>			
	\$/Unit or Hr		
Bus Transportation for Field Trips and College Tours	1000	\$ 4,000.00	\$ 1,800.00
Bus Transportation for Expanded Early Decision	1000	\$ -	
Entrance Fees for P2C Museum/Cultural Activities	20	\$ 1,000.00	\$ 1,000.00
Subtotal Other		\$ 5,000.00	\$ 2,800.00
<b>9. Total Direct Costs</b>		\$ 258,646.00	\$ 84,424.09
<b>10. Indirect Costs</b>		47%	\$ 161,242.94
<b>11. Training Stipends</b>			
	\$/Hr		
	1000	\$ 3,000.00	
<b>12. Total Costs</b>		\$ 261,646.00	\$ 245,667.03