

## FDP Cost Reimbursement Research Subaward Agreement

Pass-through Entity (PTE): California State University, East Bay		Subrecipient: Chabot-Las Positas Community College District -- Chabot College	
PTE Principal Investigator (PI): Carolyn Nelson		Subrecipient Principal Investigator (PI): Jeanne Wilson	
PTE Federal Award No: U215N110037-14	FAIN:	Federal Awarding Agency: US, Department of Education	
Federal Award Issue Date: 01/01/2015	Total Amount of Federal Award to PTE \$ 5,178,663	CFDA No: 84.215N	CFDA Title: Fund for the Improvement of Education
Project Title: Hayward Promise Neighborhood			
Subaward Period of Performance: Start: 01/01/2015      End: 12/31/2015		Amount Funded This Action: \$ 538,258	Subaward No. W112701-205
Estimated Project Period (if incrementally funded): Start:                      End:		Incrementally Estimated Total: \$	Is this Award R & D <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Check all that apply <input checked="" type="checkbox"/> Reporting Requirements (Attachment 4) <input checked="" type="checkbox"/> Subject to FFATA (Attachment 3B) <input checked="" type="checkbox"/> Cost Sharing (Attachment 5)			

### Terms and Conditions

- 1) PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one)  as specified in Subrecipient's proposal dated \_\_\_\_\_ or  : 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.
- 2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs. 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 should be directed to the appropriate party's Administrative Contact \_\_\_\_\_ Contact, as shown in Attachments 3A.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative Contact \_\_\_\_\_ Contact, as shown in Attachments 3A, NOT LATER THAN 60 days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and 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. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's PI, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact \_\_\_\_\_ Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- 7) Substantive changes made to this subaward agreement require 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 (check one)  Bilaterally, or  Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.
- 8) 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.
- 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 Uniform Guidance, 2 CFR 200, 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 the PTE Award and other special terms and conditions, as identified in Attachment 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 Subrecipient:	
Name: Sean Williams	Date	Name:	Date
Title: Director, Office of Research and Sponsored Programs		Title:	

**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 4 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:

W112701-204

**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 LI 2300

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: Dean of College of Education & Allied Studies

25800 Carlos Bee Boulevard AE111

City: Hayward

State: CA

Zip Code: 94542

Telephone: 510-885-3942

Fax: 510-885-2283

E-mail: carolyn.nelson@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: James Houpls

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: james.houpls@csueastbay.edu

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

Subaward Number:

W112701-205

**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/State Controlled Inst. of Higher Education

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.:

071680961

Parent DUNS No.:

Congressional District:

13

Congressional District:

**Subrecipient Administrative Contact**

Name: Jeanne Wilson

Address: 25555 Hesperian Blvd.

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)

Address: 25555 Hesperian Blvd

City: Hayward

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

Address: 5020 Franklin Drive

City: Pleasanton

State: CA

Zip Code: 94588

Telephone: 925-485-5203

Fax: 925-485-5255

E-mail: llegaspi@clpccd.org

**Subrecipient Authorized Official**

Name: Susan Sperling

Address: 25555 Hesperian Blvd

City: Hayward

State: CA

Zip Code: 94545

Telephone: 510-723-6641

Fax: 510-723-7126

E-mail: ssperling@chabotcollege.edu

**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 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.
- 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  is not required.

Other Special Reporting Requirements

Due dates are: April 15, 2015; July 15, 2015; October 15, 2015; January 15, 2016

**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 \$ **108,063**

No

**Budget Information**

Below  or  Attached pages

Indirect Cost Rate (IDC) Applied 0.00% on  DC,  MTDC, or  other

Check here if using other IDC rate of **00.0** %

Direct Costs  
Indirect Costs  
Total Costs

\$ 538,258.00  
\$ 0.00  
\$ 538,258.00

Hayward Promise Neighborhood  
Chabot College  
Scope of Work and  
Additional Terms & Conditions  
January 1 – December 31, 2015

**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 Chabot College. 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 Chabot College.

**2. Deliverables**

In order for HPN to achieve its results and move the indicators, Chabot College 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 Chabot College, 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. Yvonne Wu-Craig and/or approved appointed designee from Chabot College to attend Implementation Team Meetings when Partner Project Manager is unable to attend
  2. At least one representative from Chabot College (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 Chabot College 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, Interim 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 / Kim Bononcini**  
Partner Budget Representative will:
  - i. 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. Chabot College shall submit the HPN invoice template and Solutions Sheet to CSUEB on the 15<sup>th</sup> day of each 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 30<sup>th</sup> 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. 1<sup>st</sup> quarter (Jan-March) report due April 15, 2015
  - b. 2<sup>nd</sup> quarter (Apr-June) report due July 15, 2015
  - c. 3<sup>rd</sup> quarter (July-Sept) report due October 15, 2015
  - d. 4<sup>th</sup> quarter (Oct-Dec) report due January 15 2016
- 4. Chabot College 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: Increase number of mentees served to 30 HUSD students*

*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 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> 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 30-40 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 wrap-around 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 9<sup>th</sup> 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 2014**

*Result #3: Students successfully transition from middle to high school*  
*GPRA #5: Attendance rates of 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> 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 2 Professional Learning Community Meetings between Chabot Faculty and HUSD Teachers**

*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 AY2015-16*

*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 2015*

*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 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> 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 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> 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 11<sup>th</sup> graders taking EAP
- b. #/% of HPN 11<sup>th</sup> graders scoring proficient on EAP by school, grade, gender, ethnicity and subgroup
- c. #/% of HPN 12<sup>th</sup> 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 post-secondary 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 2015 (Year 4) Match of \$259,343. As requested by CSUEB, Chabot will maintain all records of the “expended” 2015 Match and will include match expenditures in monthly invoices. Chabot agrees to expend the Match in the categories and amounts in the approved 2014 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 Chabot College in order to carry out this agreement, shall be protected by Chabot 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 Chabot 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.

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

5. **Indemnification**

CSUEB and Chabot College agree to mutually indemnify one another. CSUEB shall indemnify, defend save harmless Chabot College, 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.

Chabot 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 Chabot College.

#### **6. Examination and Audit**

Chabot 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.

#### **7. Insurance**

Chabot 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. 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 4 APPROVED Budget  
January 1, 2015 - December 31, 2015

Category	Line Item	Line Item Description	Cost Basis				
			FTE/Hours	Annual Salary/Rate	Fringe Rate	Year 4 HPN	Year 4 Match
Personnel	HPN Program Manager	To coordinate the project and provide direct services to 155 HPN High School Students	1	\$64,892	35%	\$64,892	
	HPN Admin Assistant II	Provide administrative support to the HPN Program	0.5	\$45,107	35%	\$22,554	
	Dean of Special Programs and Grants	Provide administrative oversight for the project and support for Program Manager and staff	0.2	\$124,697	35%		\$24,939
	Chabot College President	Participates in monthly HPN CEO meetings and ensures alignment of HPN with 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	\$130,430	35%		\$9,782
	TRIO Director	Supports the HPN Project Coordinator in making connections with HPN schools, facilitates the Academic Case Management model and oversees the Summer Youth Sports program components	0.35	\$85,000	35%		\$29,750
	Dean of Counseling	To provide administrative oversight of the pre-college and early decision program components	0.075	\$124,697	35%		\$9,352
	Dean of Language Arts	To provide administrative oversight and support for the EAP, FYE, and Curriculum Alignment Strategy	0.05	\$124,697	35%		\$6,235
	Grant Developer/Writer	To provide additional resource development assistance and facilitate discussions and connections with HPN partners	0.2	\$72,172	35%		\$14,434
	Coordinator of Institutional Research & Grants	Supports the IR Programmer and serves as the Chabot HPN Data Manager	0.05	\$105,000	33%		\$5,250
	Pipeline to College (P2C) Outreach Specialists	2.0 FTE to serve 140 additional students at the 2 HPN high schools and 2 HPN Middle Schools	2	\$47,807	35%	\$95,614	\$0
	Assessment Coordinator	Overtime costs for additional assessment sessions to support Early Decision students and High school seniors	80	\$40	35%	\$3,200	
	Counselor Assistant II	To coordinate and track HPN Early Decision Students who participate in the FYE, as well as provide programmatic support for the HPN Mentor Program	1	\$45,492	35%	\$45,492	
	Faculty	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 students	0.1	\$100,000	35%	\$10,000	
	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%	\$15,000	
	Faculty Instructor for Course	To teach HPN FYE Courses (both College-level English and Math as well as one remedial course to support persistence)	0.2	\$100,000	35%	\$20,000	
	Faculty Stipends	To support the development of a Professional Learning Community between Chabot Faculty and HUSD Instructors, with a shared focus on EAP, Curriculum Alignment, and Sharing the Page	10	\$1,000		\$10,000	
	IR Programmer	To provide Chabot data on HPN students	120	\$25	8%	\$3,000	
	Student Assistants	To provide programmatic and "project-specific" support for Pipeline to College Program (3 Assistants x 8hrs/wk x 32wks x \$10/hr) 3 Student Navigators to meet regularly to tutor, mentor and guide Incoming HPN high school students on navigating the college (3 Assistants x 8 hrs/wk x 18 wks x \$10/hr) To provide 10 tutors to HPN schools (5 hrs/wk x 20 wks x 10 tutors @ \$10/hr)	768	\$10	8%	\$7,680	
			432	\$10	8%	\$4,320	
			1000	\$10	8%	\$10,000	
	Counselors	1 HPN-dedicated College Counselors to 1) serve new, incoming entering first year HPN students at Chabot, and 2) Continue case management and support for post-secondary persistence for existing HPN students at Chabot	0.4	\$100,000	33%	\$40,000	
		Provide career and major exploration workshops for HPN pre-college/high school senior students	40	\$100	8%	\$4,000	
	NASA Program Staffing	NASA STEM Summer Camp workshop student teachers					\$25,000
	Early Decision Counselors	Helps students enroll and establish a student ed plan for each incoming HPN student (10 counselors x 8 hrs x \$100/hr)	160	\$100	33%		\$16,000
	Instructors & Camp Counselors (Prof Experts)	To serve 60 HPN middle and high school students in the Summer Youth Sports and STEM Enrichment Program				\$15,000	\$10,000
<b>TOTAL PERSONNEL</b>						<b>\$370,752</b>	<b>\$162,243</b>
Fringe Benefits	HPN Program Coordinator		1	\$64,892	35%	\$22,712.20	
	HPN Admin Assistant II		0.5	\$45,107	35%	\$7,894	
	Dean of Special Programs and Grants		0.2	\$124,697	35%		\$8,729
	Chabot College President		0.05	\$230,000	35%		\$4,025
	VP of Student Services		0.075	\$130,430	35%		\$3,424
	TRIO Director		0.35	\$85,000	35%		\$10,413
	Dean of Counseling		0.075	\$124,697	35%		\$3,273
	Dean of Language Arts		0.05	\$124,697	35%		\$2,182
	Grant Developer/Writer		0.2	\$72,172	35%		\$5,052
	Coordinator of Institutional Research & Grants		0.05	\$105,000	33%		\$1,732.50



	Pipeline to College (P2C) Outreach Specialists		2	\$47,807	35%	\$33,465	
	Assessment Coordinator		80	\$40	35%	\$1,120	
	Counselor Assistant II		1	\$45,492	35%	\$15,922.20	
	Faculty		0.1	\$100,000	35%	\$3,500	
	Faculty		0.15	\$100,000	35%	\$5,250	
	Faculty Instructor for Course		0.2	\$100,000	35%	\$7,000	
	Faculty Stipends		5	\$1,000		\$0	
	IR Programmer		120	\$25	8%	\$240	
	Student Assistants		768	\$10	8%	\$614.40	
			432	\$10	8%	\$345.60	
			1000	\$10	8%	\$800	
	Counselors		0.4	\$100,000	33%	\$13,200	
			40	\$100	8%	\$320	
	NASA Program Staffing					\$0	
	Early Decision Counselors		80	\$100	33%		\$2,640
	Instructors & Camp Counselors (Prof Experts)					\$0	
	<b>TOTAL FRINGE BENEFITS</b>					<b>\$112,383</b>	<b>\$41,470</b>
Travel	Professional Development (Conferences/Trainings)	For Professional Development of HPN Program Manager and Staff (PNI Conference, Training, etc)				\$7,000	
	Mileage	To cover travel and mileage costs to encourage attendance at network meetings and support on-going work outside of normal service area				\$3,000	
	<b>TOTAL TRAVEL</b>					<b>\$10,000</b>	<b>\$0</b>
Equipment	NONE					\$0	\$0
Supplies	Assessment Fees	Fall and Spring Pre/Post Assessment in Math/English for all HPN High School Students (200 students 2x/yr)	400 tests	\$6.50/test		\$2,600	
	Office Supplies	Office Supplies and printing costs for recruitment materials				\$4,000	
	Fingerprinting Fees	Fingerprinting for tutors to work in HPN schools	30	\$60		\$1,800	
	Textbooks & Instructional Materials	Textbooks and Program Operating Supplies for P2C, Mentor Program, and FYE Learning Community				\$5,000	
	<b>TOTAL SUPPLIES</b>					<b>\$13,400</b>	<b>\$0</b>
Contractual	College Tours	College Field Trips for an additional 250 HPN Middle and High School students				\$6,000	\$4,350
	Parent Workshops	Guest speakers for 3 additional Parent Workshops for HPN Parents				\$1,800	
	Bus Transportation	To transport students in Mentor Program from Harder and Park Elementary to Chabot College (In Summer and throughout Academic Year)				\$7,500	
	Mentor Training	To provide on-going, certified, evidence-based training and support for the Mentors in the HPN Mentor Program				\$5,403	
	<b>TOTAL CONTRACTUAL</b>					<b>\$20,703</b>	<b>\$4,350</b>
Construction	NONE						
Other	NONE						
<b>Total Direct Costs</b>						<b>\$527,238</b>	<b>\$208,063</b>
Indirect Costs	NONE						
Training Stipends	Instructors & Camp Counselors (Prof Experts)	Tuition & Fees for HPN FYE students				\$3,020	
	8 Mentor Training Stipends	To provide 8 Chabot mentors to HPN schools (Harder Elementary and other HPN schools)	8	\$1,000		\$8,000	
	<b>TOTAL TRAINING STIPENDS</b>					<b>\$11,020</b>	
<b>Grand Total</b>						<b>\$538,258</b>	<b>\$208,063</b>

**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, 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**

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



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

U215N110037 - 14

**GRANT AWARD NOTIFICATION**

<p><b>1</b> RECIPIENT NAME</p> <p>California State University, East Bay Foundation, Inc. 25976 Carlos Bee Boulevard Hayward, CA 94542 - 1602</p>	<p><b>2</b> AWARD INFORMATION</p> <p>PR/AWARD NUMBER      U215N110037 - 14 ACTION NUMBER          8 ACTION TYPE              Continuation AWARD TYPE              Discretionary</p>															
<p><b>3</b> PROJECT STAFF</p> <p>RECIPIENT PROJECT DIRECTOR Carolyn Nelson              (510) 885-4625 <a href="mailto:carolyn.nelson@csueastbay.edu">carolyn.nelson@csueastbay.edu</a></p> <p>EDUCATION PROGRAM CONTACT Jane G Hodgdon-Young      (202) 453-6620 <a href="mailto:jane.hodgdon@ed.gov">jane.hodgdon@ed.gov</a></p> <p>EDUCATION PAYMENT HOTLINE G5 PAYEE                      888-336-8930 HELPDESK <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a></p>	<p><b>4</b> PROJECT TITLE</p> <p>84.215N Hayward Promise Neighborhood</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>Melinda Hall</td> <td>Program Manager</td> <td>100 %</td> </tr> <tr> <td>James Zarillo</td> <td>Admin. support</td> <td>20 %</td> </tr> <tr> <td>Sean Williams</td> <td>Finance Manager</td> <td>5 %</td> </tr> <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>	Melinda Hall	Program Manager	100 %	James Zarillo	Admin. support	20 %	Sean Williams	Finance Manager	5 %	Carolyn Nelson	Project Director	0 %
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<p><b>6</b> AWARD PERIODS</p> <p>BUDGET PERIOD      01/01/2015 - 12/31/2015 PERFORMANCE PERIOD      01/01/2012 - 12/31/2016</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>5</td> <td>01/01/2016 - 12/31/2016</td> <td>\$5,522,435.00</td> </tr> </tbody> </table>		<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	5	01/01/2016 - 12/31/2016	\$5,522,435.00									
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<p><b>7</b> AUTHORIZED FUNDING</p> <table border="0"> <tbody> <tr> <td>THIS ACTION</td> <td>\$5,178,663.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$5,178,663.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$18,949,193.00</td> </tr> </tbody> </table>		THIS ACTION	\$5,178,663.00	BUDGET PERIOD	\$5,178,663.00	PERFORMANCE PERIOD	\$18,949,193.00									
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<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      A , C , E1 , E2 , E4 , E5 , E6 , E7 , F , N , O , S , U , V , W</p>																
<p><b>9</b> LEGISLATIVE AND FISCAL DATA</p> <p>AUTHORITY:                      PL XXX TITLE V, PART D, SUBPART 1 ELEMENTARY AND SECONDARY ACT - PROGRAM TITLE:                      FUND FOR THE IMPROVEMENT OF EDUCATION</p>																



US Department of Education  
Washington, D.C. 20202

U215N110037 - 14

GRANT AWARD NOTIFICATION

CFDA/SUBPROGRAM NO: 84.215N

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0203M	2014	2015	EU000000	B	GPI	000	215	4101C	\$5,178,663.00

10

PR/AWARD NUMBER: U215N110037 - 14  
RECIPIENT NAME: California State University, East Bay Foundation, Inc.

TERMS AND CONDITIONS

- (1) 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 (for further explanation on the principles that can be used in identifying a procurement as distinct from a subaward, see Sec. ---- .210(b)-(d) of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

- (2) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT: (1) THE RECIPIENT'S APPLICATION (BLOCK 2), (2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS (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 DEPARTMENT OF EDUCATION WILL CONSIDER 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 RECIPIENT HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE OBJECTIVES IN ITS APPROVED APPLICATION, AND (4) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118 AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY.

IN ACCORDANCE WITH 34 CFR 74.25(c)(2), OR 34 CFR 80.30(d)(3) 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



**US Department of Education  
Washington, D.C. 20202  
GRANT AWARD NOTIFICATION**

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

\_\_\_\_\_  
DATE

## EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

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

**1. RECIPIENT NAME** - The legal name of the recipient, name of the primary organizational unit that

**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."

**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.

**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 business management 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** - \*REGULATIONS - The parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the Code of Federal Regulations 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 Grant Administration and Payment System 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.

**\*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.