

# Subaward Agreement

|  |  |  |  |
|--|--|--|--|
| Institution/Organization ("Prime Recipient")<br>Name: <input type="text" value="California State University, East Bay"/><br>Prime Award No.: <input type="text" value="U215N110037"/><br>Awarding Agency:<br><input type="text" value="U.S. Department of Education"/> |  | Institution/Organization ("Subrecipient")<br>Name: <input type="text" value="Chabot College"/><br>Subaward No.: <input type="text" value="W112700-151"/> CFDA #: <input type="text" value="84.215N"/><br>Amount Funded This Action: <input type="text" value="\$432,858.00"/> Est. Total (if incrementally funded): <input type="text"/> |  |
| <input type="text" value="Hayward Promise Neighborhood"/>  |  | <input type="text" value="Purchase Order: 2000003468"/>  |  |
| Subaward Period of Performance:<br>Budget Period: From: <input type="text" value="01/01/2013"/> To: <input type="text" value="12/31/2013"/>  |  | Estimated Project Period (if incrementally funded):<br>From: <input type="text" value="01/01/2013"/> To: <input type="text" value="12/31/2013"/>   |  |
| Project Title:<br><input type="text" value="Hayward Promise Neighborhood"/>  |  |  |  |
| Reporting Requirements (Check here if applicable): <input checked="" type="checkbox"/> See Attachment 4) <input checked="" type="checkbox"/> FFATA (Attachment 3B) <input type="checkbox"/> ARRA Funds (Attachment 4A)   |  |  |  |

## Terms & Conditions

- 1) Prime Recipient 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 the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient 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 to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's  Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's  Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (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.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, 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  Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's  Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the  Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at [http://nsf.gov/bfa/dias/policy/rtc/appc\\_june11.pdf](http://nsf.gov/bfa/dias/policy/rtc/appc_june11.pdf).

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

\_\_\_\_\_ Date

\_\_\_\_\_ Date

# Attachment 1

## 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 Prime Recipient.
- 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.

#### OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 3A  
Subaward Agreement

Subaward Number:

W112700-151

**Prime Recipient Contacts**

Institution/Organization ("Prime Recipient")

Name: California State University, East Bay Foundation, Inc.

Address: 25976 Carlos Bee Boulevard

City: Hayward

State: CA

ZipCode: 94542

Administrative Contact

Name: Sean Williams

Address: Research and Sponsored Programs

25800 Carlos Bee Boulevard

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-2301

Fax: 510-885-4618

Email: sean.williams@csueastbay.edu

Principal Investigator

Name: Carolyn Nelson

Address: Dean of College of Education & Allied Studies

25800 Carlos Bee Boulevard

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-3942

Fax: 510-885-2283

Email: carolyn.nelson@csueastbay.edu

Financial Contact

Name: Tian Yu

Address: Office of Research and Sponsored Programs

25800 Carlos Bee Boulevard

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-3738

Fax: 510-885-4618

Email: tian.yu@csueastbay.edu

Authorized Official

Name: James L.J. Houpis

Address: VP, Academic Affairs/Provost

25800 Carlos Bee Boulevard

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-3711

Fax: 510-885-2295

Email: james.houpis@csueastbay.edu

Attachment 3B - Subaward Agreement  
Subrecipient Contacts

Subaward Number:

W112700-151

Institution/Organization ("Subrecipient")

Name: Chabot-Las Positas Community College District -- Chabot College

Address: 5020 Franklin Drive

City: Pleasanton

State: CA

ZipCode + 4: 94588

EIN No.: 94-1670563

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

Is the Performance Site the Same Address as Above?  Yes  No

If no, is the Performance Site the same as PI address below?  Yes  No

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Subrecipient currently registered in CCR?  Yes  No

DUNS No.:

Parent DUNS No.:

Is Subrecipient exempt from reporting compensation?  Yes  No

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Congressional District:

Congressional District:

Administrative Contact

Name: Gerald Shimada

Address: 25555 Hesperian Blvd.

City: Hayward

State: CA

ZipCode: 94545

Telephone: 510-723-6743

Fax: 510-723-7029

Email: gshimada@chabotcollege.edu

Principal Investigator

Name: Marie De Leon

Address: 25555 Hesperian Blvd.

City: Hayward

State: CA

ZipCode: 94545

Telephone: 510-723-2930

Fax: 510-723-6795

Email: mdeleon@chabotcollege.edu

Financial Contact

Name: Lorenzo Legaspi

Address: 5020 Franklin Drive

City: Pleasanton

State: CA

ZipCode: 94588

Telephone: (925) 485-5203

Fax: (925) 485-5255

Email: llegaspi@clpccd.org

Authorized Official

Name: Susan Sperling

Address: 25555 Hesperian Blvd

City: Hayward

State: CA

ZipCode: 94545

Telephone: 510-723-6641

Fax: 510-723-7126

Email: ssperling@chabotcollege.edu

Attachment 3B - Subaward Agreement  
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number:  
W112700-151

Institution/Organization ("Subrecipient")

Name: Chabot-Las Positas Community College District -- Chabot College

Place of Performance

Name: Chabot College

Address: 25555 Hesperian Blvd

City: Hayward State: CA ZipCode + 4: 94545-2447

Telephone: Fax:

Email: Congressional District: CA-13; CA-09

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if--

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to 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.

Is subaward entity exempt from reporting executive compensation?  Yes  No If no, complete the information below.

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 REQUIREMENTS**

Sub-awardee will:

- Provide quarterly progress reports due 15 calendar days after the end of each quarter.
- Due dates are : April 15, 2013; July 15, 2013; October 15, 2013; January 15, 2014.

## Attachment 5

### Hayward Promise Neighborhood Chabot College Scope of Work and Additional Terms & Conditions 01/01/2013 – 12/31/2013

#### 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 (Chabot). 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 CSU East Bay and Chabot.

#### 2. Deliverables

In order for HPN to achieve its goals and objectives, Chabot accepts and agrees that continued HPN funding is dependent on meeting or exceeded the dosage/penetration targets stated below for its activities. In addition, CSU East Bay and all HPN partners, including Chabot, accept and agree that continued HPN funding is dependent on the activities of the project being successful in improving the level of achievement on HPN Results Indicators.

As a subawardee, Chabot will be responsible for the following:

##### 2.1. Data Collection/Analysis/Use

- a. Appoint a Partner Project Manager and Partner Data Manager.
- b. Collaborate with CSUEB Data Manager to collect and submit all data required for the following HPN Data Systems: Annual Performance Report (APR), Ad Hoc Report, Promise Neighborhood Score Card and Efforts to Outcomes (ETO).
- c. Work with Network Partners to analyze of all collected data and participate in the Results Based Accountability process to determine the impact of solutions/strategies on moving the Indicators.

##### 2.2. Implementation Team

Partners will choose who will represent them on the Implementation Team. Each member of the Implementation Team will commit to attend all Implementation Team meetings, held on or as close as possible, to the first Friday of every month. Additionally, Implementation Team members will participate in professional development that will further the team's progress toward becoming an interdependent, mutually accountable high functioning team.

##### 2.3. HPN Networks

At least one representative from Chabot will attend meetings of the Cradle to Career Educational Reform Network (C2CERN); and a representative from Chabot shall attend the Early Learning Network (ELN) and the Neighborhood Health and Empowerment Network (NHEN) when invited by HPN Project

Manager.

#### **2.4. Other HPN Meetings**

Representatives from Chabot will attend all other HPN meetings when invited by the HPN Project Manager.

#### **2.5. Case Management System**

Chabot, in collaboration with HUSD and all other HPN partners, will establish an HPN pipeline to colleges using its TRIO-funded Educational Talent Search Program model. 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. Chabot students will serve as mentors at Harder elementary school.. 140 HPN students will be served in 2013.

Implementation Matrix 2.4 Support for Transitions

Target: 140 HPN students at target schools

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

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

Implementation Matrix 3.2 Postsecondary Persistence and Completion

Target: 60 students

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

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

#### **2.6. Continuing Education for Early Childcare Providers**

Chabot will provide continuing education courses for current licensed preschool teachers, with a focus on teaching math, science, and literacy to preschool children.

Implementation Matrix 1.8 Child Care Provider Instruction and Training Program

Dosage/Penetration Target: 20 students in Spring 2013; to end in Spring 2013

Result: Children enter kindergarten ready to learn

Indicator: Number and percent of three-year-olds and children in kindergarten who demonstrate at the beginning of the program or school year, age-appropriate functioning across multiple domains of early learning as determined using a developmentally-appropriate early learning measure.

#### **2.7. Chabot Students as Tutors**

Chabot will provide students to tutor in in HPN students in HPN schools.

Implementation Matrix: 2.7 Expand and Enhance Out of School Time

Dosage/Penetration Target: 10 Chabot students in 2013

Result: Students are Proficient in Core Academic Subjects

Indicator: Number and percent of students at or above grade level according to State mathematics and



English language arts assessments.

## **2.8. Summer Enrichment Programs**

Chabot will provide summer enrichment programs for students transitioning to middle school, for middle school students, and high school students. This will include a NASA/STEM Summer camp.

Implementation Matrix 2.4 Support for Transitions; 2.7 Expand and Enhance Out of School Time  
Dosage/Penetration Target: 60 middle and high school students in 2013

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

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

Result: Students are Proficient in Core Academic Subjects

Indicator: Number and percent of students at or above grade level according to State mathematics and English language arts assessments.

## **2.9. Early Assessment Program**

Chabot math and English faculty will assess the EAP program and its adoption at Chabot and develop refresher courses to improve the assessment results of incoming HPN high schools in the Pre-College Program.

Implementation Matrix 2.4 Support for Transitions

Target: 2 faculty will participate, for a total of 30% of FTE

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

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

## **2.10. Participation in Hayward Unified School District's (HUSD) Youth Enrichment Program (YEP) Afterschool Program**

Chabot faculty will develop and support Community Ed STEAM classes (e.g., Theatre, digital media, etc.) in HUSD's YEP Afterschool Program and other OST programs. This also includes participating in Project Lead the Way, a STEM-focused K-12 initiative.

Implementation Matrix 2.7 Expand and Enhance Out of School Time

Target: Faculty will support implementation of OST STEAM efforts.

Result: Students are Proficient in Core Academic Subjects

Indicator: Number and percent of students at or above grade level according to State mathematics and English language arts assessments.

## **2.11. Support for HPN Students at Chabot – HPN High School to College Pipeline and Learning Community**

As part of Chabot's Early Registration Program, Chabot will assess HPN students and provide counselors

(Early Decision) who will help students enroll and establish a student education plan for each incoming HPN student. HPN students who choose to enroll at Chabot will be assigned a dedicated Counselor who will case manage the HPN students and connect them with campus services. This will include Student Assistants to serve as Student Navigators to meet regularly to tutor, mentor, and guide incoming HPN high school students on navigating the college. They will also be enrolled in a College Success course upon entering.

#### Implementation Matrix 3.2 Postsecondary Persistence and Completion

Target: 60 HPN students

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

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

### **3. Matching**

Chabot commits to providing a 2013 (Year 2) Match of 238,094. As requested by CSU East Bay, Chabot will maintain all records of the "expended" 2013 Match. Chabot agrees to expend the Match in the categories and amounts in the approved 2013 Chabot subaward 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 or which become available to Chabot in order to carry out this agreement, shall be protected by Chabot 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 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 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 possession, is independently developed by Chabot outside the scope of this agreement, or is rightfully obtained from third parties.

### **5. Indemnification**

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

## **6. Examination and Audit**

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

## **8. 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.

## **9. 2013 Subcontract Award**

The 2013 (Year 2) Chabot Subaward is \$432,858, broken down as follows:

|  |         |
|--|---------|
| Original Proposed Year 2 Subaward:                             | 264,305 |
| DOE Approved 2012 Carry Over for Work Completed in 2012:       | 35,978  |
| DOE Approved 2012 Carry Over for Work to be Completed in 2013: | 132,575 |

Chabot agrees to expend the 2013 Award in the categories and amounts in the approved

2013 Chabot subaward budget (attached).

Minimal Carry Over of Funds to 2014

Chabot accepts and understands that HPN needs to have a minimal carry over of 2013 funds to 2014. Any Chabot subaward carry over of funds from 2013 to 2014 is subject to approval by CSUEB and the US Department of Education.

**Hayward Promise Neighborhood  
Chabot College  
Subaward Budget**

| <b>Project Year</b> | <b>Funds Requested</b> | <b>Matching Contribution</b> |
|---------------------|------------------------|------------------------------|
| Year 2              | \$432,858              | \$239,555                    |
| <b>Total</b>        | <b>\$432,858</b>       | <b>\$239,555</b>             |

Hayward Promise Neighborhood  
Chabot College  
Year 2 Modified Budget (Year 1 Carryover + Y2 Approved)  
January 1, 2013 - December 31, 2013

| Category                                       | Line Item                                      | Line Item Description  | Cost Basis |                    |             |            |                  |                  |
|--|--|--|------------|--------------------|-------------|------------|------------------|------------------|
|  |  |  | FTE/Hours  | Annual Salary/Rate | Fringe Rate | Year 2 HPN | Year 2 Match     |                  |
| Personnel                                      | HPN Program Coordinator                        | To coordinate the project and provide direct services to 155 HPN High School Students  | 1          | \$59,260           | 50%         | \$59,260   |                  |                  |
|  | HPN Admin Assistant II                         | Provide administrative support to the HPN Program  | 0.4        | \$45,107           | 50%         | \$18,043   |                  |                  |
|  | Dean of Science and Mathematics                | Provide administrative oversight for the project and participate in HPN IT meetings  | 0.1        | \$124,697          | 35%         |            | \$12,470         |                  |
|  | Chabot College President                       | Participates in monthly HPN CEO meetings and ensures alignment of HPN with college vision and strategic planning   | 0.03       | \$230,000          | 35%         |            | \$6,900          |                  |
|  | VP of Student Services                         | Ensures alignment of HPN with other student services and special programs and supervises the HPN Program Coordinator   | 0.05       | \$130,430          | 35%         |            | \$6,522          |                  |
|  | 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  | 0.5        | \$85,000           | 35%         |            | \$42,500         |                  |
|  | Dean of Counseling                             | To provide administrative oversight of the pre-college and early decision program components   | 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           | 50%         |            | \$14,434         |                  |
|  | Coordinator of Institutional Research & Grants | Supports the IR Program and serves as the Chabot HPN Data Manager  | 0.05       | \$105,000          | 33%         |            | \$5,250          |                  |
|  | Outreach Specialists                           | 1.5 FTE to serve 140 additional students at the 2 HPN high schools (0.5 Outreach Specialist serving 130 Chavez & Winton middle schoolers as match)   | 1.5        | \$45,107           | 50%         | \$67,661   | \$22,553         |                  |
|  | Assessment Coordinator                         | Overtime costs for additional assessment sessions  | 80         | \$40               |             | \$3,200    |                  |                  |
|  | ECD Coordination Time                          | To coordinate, recruit and enroll and track HPN ECD students and participate in the ELN  | 40         | \$50               | 8%          | \$2,000    |                  |                  |
|  | Faculty  | Math and English faculty to assess the EAP program and its adoption at Chabot (2 faculty members) and to develop refresher courses to improve the assessment results of incoming HPN high school students in Pre-College Program | 0.3        | \$100,000          | 33%         | \$30,000   |                  |                  |
|  | Faculty  | To develop and support STEAM classes (e.g. Theatre, music, Project Lead the Way, etc.) in HUSD's OST programs  | 80         | \$60               | 8%          | \$4,800    |                  |                  |
|  | Faculty Instructor for Teaching Courses        | To teach courses that support family childcare providers/PK teachers in teaching math and literacy skills and support HPN student college readiness  | 0.1        | \$50,000           | 8%          | \$5,000    |                  |                  |
|  | Faculty Stipends                               | Stipends for faculty to conduct Major-Specific Mentoring and Collaboration with K-12 teachers  | 5          | \$1,000            |             | \$5,000    |                  |                  |
|  | Financial Aid Student Services Specialist II   | Provide priority financial aid processing for all incoming HPN high school students  | 120        | \$22               | 8%          | \$2,640    |                  |                  |
|  | Instructors                                    | To provide mentor training and monitoring  | 96         | \$50               | 8%          | \$4,800    |                  |                  |
|  | IR Programmer                                  | To provide Chabot data on HPN students   | 120        | \$25               | 8%          | \$3,000    |                  |                  |
|  | Student Assistants                             | To provide childcare during evening and weekend courses  | 60         | \$10               | 8%          | \$600      |                  |                  |
|  |  | Supports peer tutoring, mentoring and advising to incoming HPN high school students  | 432        | \$10               | 8%          | \$4,320    |                  |                  |
|  |  | Supports tutors for HPN students at Chabot and at HPN schools  | 2000       | \$10               | 8%          | \$20,000   |                  |                  |
|  | Counselors                                     | Additional program planning time for all HPN High School students that will lower the ratio from 15:1 to 10:1  | 50         | \$50               | 8%          | \$2,500    |                  |                  |
|  |  | 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  |            |                    |             |            | \$39,255         |                  |
|  | 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         |                  |
|  | Counselor/Coordinator                          | To serve new, incoming entering HPN students from 2 HPN high schools and continue case management upon entering Chabot   | 0.25       | \$75,000           | 33%         | \$18,750   |                  |                  |
|  | Instructors & Camp Counselors (Prof Experts)   | To serve 60 middle and high school students in the Summer Enrichment Program   |            |                    |             | \$15,000   | \$10,000         |                  |
|  | <b>TOTAL PERSONNEL</b>                         |  |            |                    |             |            | <b>\$270,573</b> | <b>\$182,118</b> |
|  | Fringe Benefits                                | HPN Program Coordinator  |            | 1                  | \$59,260    | 50%        | \$29,630         |                  |
|  |  | HPN Admin Assistant II   |            | 0.4                | \$45,107    | 50%        | \$9,021          |                  |
|  |  | Dean of Science and Mathematics  |            | 0.1                | \$124,697   | 35%        |                  | \$4,364          |
| Chabot College President                       |  |  | 0.03       | \$230,000          | 35%         |            | \$2,415          |                  |
| VP of Student Services                         |  |  | 0.05       | \$130,430          | 35%         |            | \$2,283          |                  |
| TRIO Director                                  |  |  | 0.5        | \$85,000           | 35%         |            | \$14,875         |                  |
| Dean of Counseling                             |  |  | 0.05       | \$124,697          | 35%         |            | \$2,182          |                  |
| Grant Developer/Writer                         |  |  | 0.2        | \$72,172           | 50%         |            | \$7,217          |                  |
| Coordinator of Institutional Research & Grants |  |  | 0.05       | \$105,000          | 33%         |            | \$1,733          |                  |
| 1.5 FTE Outreach Specialists                   |  |  | 1.5        | \$45,107           | 50%         | \$33,830   | \$11,277         |                  |
| Assessment Coordinator                         |  |  | 80         | \$40               |             | \$0        |                  |                  |
| ECD Coordination Time                          |  |  | 40         | \$50               | 8%          | \$160      |                  |                  |
| Faculty  |  |  | 0.3        | \$100,000          | 33%         | \$9,900    |                  |                  |
| Faculty  |  |  | 80         | \$60               | 8%          | \$384      |                  |                  |

| Category                  | Line Item                                    | Line Item Description   | Cost Basis |                    |             |                  |                  |
|---------------------------|--|---|------------|--------------------|-------------|------------------|------------------|
|                           |  |   | FTE/Hours  | Annual Salary/Rate | Fringe Rate | Year 2 HPN       | Year 2 Match     |
|                           | Faculty Instructor for Course                |   | 0.1        | \$50,000           | 8%          | \$400            |                  |
|                           | Faculty Stipends/Mentor Coord                |   | 5          | \$1,000            |             | \$0              |                  |
|                           | Financial Aid Student Services Specialist II |   | 120        | \$22               | 8%          | \$211            |                  |
|                           | Instructors                                  |   | 96         | \$50               | 8%          | \$384            |                  |
|                           | IR Programmer                                |   | 120        | \$25               | 8%          | \$240            |                  |
|                           | Student Assistants                           |   | 60         | \$10               | 8%          | \$48             |                  |
|                           |  |   | 432        | \$10               | 8%          | \$346            |                  |
|                           |  |   | 2000       | \$10               | 8%          | \$1,600          |                  |
|                           | Counselors                                   |   | 50         | \$50               | 8%          | \$200            |                  |
|                           |  |   | 40         | \$100              | 8%          | \$320            |                  |
|                           | NASA Program Staffing                        |   |            |                    |             | \$0              |                  |
|                           | Early Decision Counselors                    |   | 80         | \$100              | 33%         |                  | \$5,280          |
|                           | 0.3 FTE College Counselor/Coordinator        |   | 0.25       | \$75,000           | 33%         | \$6,188          |                  |
|                           | <b>TOTAL FRINGE BENEFITS</b>                 |   |            |                    |             | <b>\$92,862</b>  | <b>\$51,626</b>  |
| Travel                    | HPN Coordinator Travel and Conferences       | To support HPN Coordinator Professional Development (HCZ Practitioner's Institute, PNI Webinars)          |            |                    |             | \$4,500          |                  |
|                           | <b>TOTAL TRAVEL</b>                          |   |            |                    |             | <b>\$4,500</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 (250 students 2x/yr) | 500 tests  | \$6.50/test        |             | \$3,250          |                  |
|                           | Office Supplies                              | Office Supplies and printing costs for recruitment materials  |            |                    |             | \$2,275          |                  |
|                           | Fingerprinting Fees                          | Fingerprinting for tutors to work in HPN schools  | 60         | \$60               |             | \$3,600          |                  |
|                           | Textbooks & Instructional Materials          | Textbooks and Program Operating Supplies for ECD and STEAM Courses  |            |                    |             | \$2,000          |                  |
|                           | <b>TOTAL SUPPLIES</b>                        |   |            |                    |             | <b>\$11,125</b>  | <b>\$0</b>       |
| Contractual               | College Tours                                | 6 Additional College Field Trips for an additional 250 HPN Middle and High School students                |            |                    |             | \$5,000          | \$4,350          |
|                           | Parent Workshops                             | Guest speakers for 3 additional Parent Workshops for HPN Parents  |            |                    |             | \$1,800          |                  |
|                           | <b>TOTAL CONTRACTUAL</b>                     |   |            |                    |             | <b>\$6,800</b>   | <b>\$4,350</b>   |
| Construction              | NONE   |   |            |                    |             |                  |                  |
| Other                     | NONE   |   |            |                    |             |                  |                  |
| <b>Total Direct Costs</b> |  |   |            |                    |             | <b>\$385,860</b> | <b>\$238,094</b> |
| Indirect Costs            | NONE   |   |            |                    |             |                  |                  |
| Training Stipends         | Instructors & Camp Counselors (Prof Experts) | Tuition & Fees for HPN ECD students (\$151 x 20 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>Sub Total</b>          |  |   |            |                    |             | <b>\$396,880</b> | <b>\$238,094</b> |

Total (calculation: Original Year 2 budget = 264,305; 2012 carry over for 2012 work = 35,978; 2012 carry over for 2013 work = 132,575 )

\$432,858 \$238,094

**ATTACHMENT 6  
PRIME FLOW-DOWNS**



| Chabot College |                     |                |                |                  |
|----------------|---------------------|----------------|----------------|------------------|
| 2013           | Category            | Yr 1 Carryover | Approved       | Balance          |
| Year 2         | Personnel           | 105,228        | 187,900        | 293,128          |
|                | Fringe Benefits     | 26,808         | 73,030         | 99,838           |
|                | Travel              | 6,189          | 0              | 6,189            |
|                | Equipment           | 0              | 0              | 0                |
|                | Supplies            | 13,030         | 0              | 13,030           |
|                | Contractual         | 6,996          | 0              | 6,996            |
|                | Construction        | 0              | 0              | 0                |
|                | Other               | 2,656          | 0              | 2,656            |
|                | <b>Total Direct</b> | <b>160,907</b> | <b>260,930</b> | <b>421,837</b>   |
|                | Indirect Costs      | 0              | 0              | 0                |
|                | Training Stipend    | 7,645          | 3,375          | \$11,020         |
|                | <b>Total Costs</b>  | <b>168,552</b> | <b>264,305</b> | <b>\$432,857</b> |

| Chabot College |                     |                |                |         |
|----------------|---------------------|----------------|----------------|---------|
| 2013           | Category            | Yr 1 Carryover | Match          | Balance |
| Year 2 Match   | Personnel           |                | 150,949        |         |
|                | Fringe Benefits     |                | 67,482         |         |
|                | Travel              |                | 7,088          |         |
|                | Equipment           |                | 0              |         |
|                | Supplies            |                | 2,276          |         |
|                | Contractual         |                | 0              |         |
|                | Construction        |                | 0              |         |
|                | Other               |                | 11,760         |         |
|                | <b>Total Direct</b> |                | <b>239,555</b> |         |
|                | Indirect Costs      |                | 0              |         |
|                | Training Stipend    |                | 0              |         |
|                | <b>Total Costs</b>  |                | <b>239,555</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, Foundation 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.



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

**GRANT AWARD NOTIFICATION**

| <b>1</b>                     | <b>RECIPIENT NAME</b><br><br>California State University, East Bay Foundation,<br>Inc.<br>25976 Carlos Bee Boulevard<br>Hayward, CA 94542 - 1602   | <b>2</b>               | <b>AWARD INFORMATION</b><br><br><table style="width:100%; border:none;"> <tr> <td style="padding-right:20px;">PR/AWARD NUMBER</td> <td>U215N110037</td> </tr> <tr> <td>ACTION NUMBER</td> <td>0</td> </tr> <tr> <td>ACTION TYPE</td> <td>New</td> </tr> <tr> <td>AWARD TYPE</td> <td>Discretionary</td> </tr> </table> | PR/AWARD NUMBER | U215N110037             | ACTION NUMBER          | 0   | ACTION TYPE          | New  | AWARD TYPE           | Discretionary             |                              |                |                      |                         |                |   |                         |                |   |                         |                |
|------------------------------|--|------------------------|--|-----------------|-------------------------|------------------------|---|----------------------|--|----------------------|---------------------------|------------------------------|----------------|----------------------|-------------------------|----------------|---|-------------------------|----------------|---|-------------------------|----------------|
| PR/AWARD NUMBER              | U215N110037  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| ACTION NUMBER                | 0  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| ACTION TYPE                  | New  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| AWARD TYPE                   | Discretionary  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| <b>3</b>                     | <b>PROJECT STAFF</b><br><br><b>RECIPIENT PROJECT DIRECTOR</b><br>Carolyn Nelson (510) 885-4625<br><a href="mailto:carolyn.nelson@csueastbay.edu">carolyn.nelson@csueastbay.edu</a><br><b>EDUCATION PROGRAM CONTACT</b><br>Jane G Hodgdon-Young (202) 245-7856<br><a href="mailto:jane.hodgdon@ed.gov">jane.hodgdon@ed.gov</a><br><b>EDUCATION PAYMENT HOTLINE</b><br>GS PAYEE 888-336-8930<br>HELPDESK<br><a href="mailto:edcaps.uscr@ed.gov">edcaps.uscr@ed.gov</a>   | <b>4</b>               | <b>PROJECT TITLE</b><br><br>84.215N<br>Hayward Promise Neighborhood  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| <b>5</b>                     | <b>KEY PERSONNEL</b><br><br><table style="width:100%; border:none;"> <thead> <tr> <th style="text-align:left;"><u>NAME</u></th> <th style="text-align:left;"><u>TITLE</u></th> <th style="text-align:right;"><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Carolyn Nelson</td> <td>Project Director</td> <td style="text-align:right;">0 %</td> </tr> <tr> <td>Sue Rodearmel</td> <td>Co-Principal Investigator</td> <td style="text-align:right;">0 %</td> </tr> <tr> <td>Sue Rodearmel</td> <td>Co-Prin Investigator</td> <td style="text-align:right;">80 %</td> </tr> </tbody> </table>  |                        |  | <u>NAME</u>     | <u>TITLE</u>            | <u>LEVEL OF EFFORT</u> | Carolyn Nelson  | Project Director     | 0 %  | Sue Rodearmel        | Co-Principal Investigator | 0 %                          | Sue Rodearmel  | Co-Prin Investigator | 80 %                    |                |   |                         |                |   |                         |                |
| <u>NAME</u>                  | <u>TITLE</u>   | <u>LEVEL OF EFFORT</u> |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| Carolyn Nelson               | Project Director   | 0 %                    |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| Sue Rodearmel                | Co-Principal Investigator  | 0 %                    |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| Sue Rodearmel                | Co-Prin Investigator   | 80 %                   |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| <b>6</b>                     | <b>AWARD PERIODS</b><br><br><table style="width:100%; border:none;"> <tr> <td style="padding-right:20px;">BUDGET PERIOD</td> <td>01/01/2012 - 12/31/2012</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>01/01/2012 - 12/31/2016</td> </tr> </table><br><b>FUTURE BUDGET PERIODS</b><br><br><table style="width:100%; border:none;"> <thead> <tr> <th style="text-align:left;"><u>BUDGET PERIOD</u></th> <th style="text-align:left;"><u>DATE</u></th> <th style="text-align:right;"><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>01/01/2013 - 12/31/2013</td> <td style="text-align:right;">\$4,562,557.00</td> </tr> <tr> <td>3</td> <td>01/01/2014 - 12/31/2014</td> <td style="text-align:right;">\$5,410,642.00</td> </tr> <tr> <td>4</td> <td>01/01/2015 - 12/31/2015</td> <td style="text-align:right;">\$5,544,700.00</td> </tr> <tr> <td>5</td> <td>01/01/2016 - 12/31/2016</td> <td style="text-align:right;">\$5,522,435.00</td> </tr> </tbody> </table> |                        |  | BUDGET PERIOD   | 01/01/2012 - 12/31/2012 | PERFORMANCE PERIOD     | 01/01/2012 - 12/31/2016   | <u>BUDGET PERIOD</u> | <u>DATE</u>  | <u>AMOUNT</u>        | 2                         | 01/01/2013 - 12/31/2013      | \$4,562,557.00 | 3                    | 01/01/2014 - 12/31/2014 | \$5,410,642.00 | 4 | 01/01/2015 - 12/31/2015 | \$5,544,700.00 | 5 | 01/01/2016 - 12/31/2016 | \$5,522,435.00 |
| BUDGET PERIOD                | 01/01/2012 - 12/31/2012  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| PERFORMANCE PERIOD           | 01/01/2012 - 12/31/2016  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| <u>BUDGET PERIOD</u>         | <u>DATE</u>  | <u>AMOUNT</u>          |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| 2                            | 01/01/2013 - 12/31/2013  | \$4,562,557.00         |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| 3                            | 01/01/2014 - 12/31/2014  | \$5,410,642.00         |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| 4                            | 01/01/2015 - 12/31/2015  | \$5,544,700.00         |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| 5                            | 01/01/2016 - 12/31/2016  | \$5,522,435.00         |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| <b>7</b>                     | <b>AUTHORIZED FUNDING</b><br><br><table style="width:100%; border:none;"> <tr> <td style="padding-right:20px;">THIS ACTION</td> <td>\$3,964,289.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$3,964,289.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$3,964,289.00</td> </tr> <tr> <td>RECIPIENT COST-SHARE</td> <td>101.00%</td> </tr> <tr> <td>RECIPIENT NON-FEDERAL AMOUNT</td> <td>\$3,995,296.00</td> </tr> </table>   |                        |  | THIS ACTION     | \$3,964,289.00          | BUDGET PERIOD          | \$3,964,289.00  | PERFORMANCE PERIOD   | \$3,964,289.00   | RECIPIENT COST-SHARE | 101.00%                   | RECIPIENT NON-FEDERAL AMOUNT | \$3,995,296.00 |                      |                         |                |   |                         |                |   |                         |                |
| THIS ACTION                  | \$3,964,289.00   |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| BUDGET PERIOD                | \$3,964,289.00   |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| PERFORMANCE PERIOD           | \$3,964,289.00   |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| RECIPIENT COST-SHARE         | 101.00%  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| RECIPIENT NON-FEDERAL AMOUNT | \$3,995,296.00   |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| <b>8</b>                     | <b>ADMINISTRATIVE INFORMATION</b><br><br><table style="width:100%; border:none;"> <tr> <td style="padding-right:20px;">DUNS/SSN</td> <td>194044335</td> </tr> <tr> <td>REGULATIONS</td> <td>CFR PART Part 74, 75, 77, 79, 80 -86, 97, 98, 99<br/>EDGAR AS APPLICABLE</td> </tr> <tr> <td>ATTACHMENTS</td> <td>A , B , C , E1 , E2 , E4 , E5 , E5 , F , HS3 , N , O , S , U , V , W</td> </tr> </table>   |                        |  | DUNS/SSN        | 194044335               | REGULATIONS            | CFR PART Part 74, 75, 77, 79, 80 -86, 97, 98, 99<br>EDGAR AS APPLICABLE | ATTACHMENTS          | A , B , C , E1 , E2 , E4 , E5 , E5 , F , HS3 , N , O , S , U , V , W |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| DUNS/SSN                     | 194044335  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| REGULATIONS                  | CFR PART Part 74, 75, 77, 79, 80 -86, 97, 98, 99<br>EDGAR AS APPLICABLE  |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| ATTACHMENTS                  | A , B , C , E1 , E2 , E4 , E5 , E5 , F , HS3 , N , O , S , U , V , W   |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |
| <b>9</b>                     | <b>LEGISLATIVE AND FISCAL DATA</b>   |                        |  |                 |                         |                        |   |                      |  |                      |                           |                              |                |                      |                         |                |   |                         |                |   |                         |                |



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

**GRANT AWARD NOTIFICATION**

AUTHORITY: PL XXX TITLE V, PART D, SUBPART I ELEMENTARY AND SECONDARY ACT -  
PROGRAM TITLE: FUND FOR THE IMPROVEMENT OF EDUCATION  
CFDA/SUBPROGRAM NO: 84.215N

| FUND CODE | FUNDING YEAR | AWARD YEAR | ORG. CODE | CATEGORY | LIMITATION | ACTIVITY | CFDA | OBJECT CLASS | AMOUNT         |
|-----------|--------------|------------|-----------|----------|------------|----------|------|--------------|----------------|
| 0203M     | 2011         | 2012       | EU000000  | B        | GPI        | 000      | 215  | 4101C        | \$3,964,289.00 |

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

**TERMS AND CONDITIONS**

- (1) By accepting this award, the recipient agrees to notify the relevant program office in the Department and provide a reasonable period of time for the Department to respond, before it can agree to provide any portion of this award to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. This condition takes into account Division B, Title I, Section 1104, of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (P. Law No. 112-10), which incorporates the conditions specified in Division E, Section 511 of the Consolidated Appropriations Act, 2010 (P. Law. No. 111-117), and pending litigation on related matters. If you have any questions about this condition or the status of these matters, please contact the program office.
- (2) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT: (1) THE RECIPIENT'S APPLICATION (BLOCK 4), (2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS (BLOCK8), AND (3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS (BLOCK 8).

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.

- (3) No draw-downs may occur until the final revised budget is approved by the ED program contact for this grant. That person will contact the grantee within 30 days of the grant award to explain the budget reductions and to seek clarification on the questions/issues that arose during ED's budget review. All budget items must be approved as allowable, allocable, and reasonable for the purposes of this program. As applicable, a grantee may need to submit an updated budget for the approved budget period.
- (4) The applicant's request for a waiver of the private match requirement is approved for year one only. Future continuation awards will be made on the condition that the full private match requirement of ten percent is met.



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

Anna Hunter

AUTHORIZING OFFICIAL

12/19/11

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** - The parts of the Education Department General Administrative Regulations (EDGAR) and specific program 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.

UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
& CHIEF INFORMATION OFFICER

Carolyn Nelson  
California State University, East Bay Foundation, Inc.  
25976 Carlos Bee Boulevard

Hayward, CA 94542 - 1602

SUBJECT: Payee Verification for Grant Award U215N110037

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee DUNS/SSN: 194044335

Grantee Name: CALIFORNIA STATE UNIVERSITY EAST BAY FOUNDATION

Payee DUNS/SSN: 194044335

Payee Name: CALIFORNIA STATE UNIVERSITY EAST BAY FOUNDATION

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education  
550 12th Street, SW  
Room 6087  
Washington, DC 20202

Attn: Stephanie Barnes  
Phone: 202-245-8006