

# Subaward Agreement

Institution/Organization ("Prime Recipient") Name: <input type="text" value="California State University, East Bay"/>	Institution/Organization ("Subrecipient") Name: <input type="text" value="Chabot College"/>
Prime Award No.: <input type="text" value="U215N110037"/>	Subaward No.: <input type="text" value="W112701-176"/> CFDA #: <input type="text" value="84.215N"/>
Awarding Agency: <input type="text" value="U.S. Department of Education"/>	Amount Funded This Action: <input type="text" value="\$510,486.00"/> Est. Total (if incrementally funded): <input type="text"/>

<input type="text"/>	PO: <input type="text"/>
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Subaward Period of Performance: Budget Period: From: <input type="text" value="01/01/2014"/> To: <input type="text" value="12/31/2014"/>	Estimated Project Period (if incrementally funded): From: <input type="text" value="01/01/2014"/> To: <input type="text" value="12/31/2014"/>
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Project Title:

Reporting Requirements (Check here if applicable):  See Attachment 4)  FFATA (Attachment 3B)  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  _____ Date	By an Authorized Official of Subrecipient  _____ Date
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# 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 2**  
**SUBAWARD AGREEMENT**

- The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions outlined in the Grant Award Notification.

Attachment 3A  
Subaward Agreement

Subaward Number:

W112701-176

**Prime Recipient Contacts**

Institution/Organization ("Prime Recipient")

Name: California State University, East Bay

Address: 25800 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: 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:

W112701-176

Institution/Organization ("Subrecipient")

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

Address: 7600 Dublin Blvd., 3rd Floor

City: Dublin

State: CA

ZipCode + 4: 94568

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

Congressional District:

Congressional District:

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

Administrative Contact

Name: Dr. Jeanne Wilson

Address: 25555 Hesperian Blvd.

City: Hayward

State: CA

ZipCode: 94545

Telephone: 510-723-6956

Fax: 510-723-7029

Email: jwilson@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: 7600 Dublin Blvd., 3rd Floor

City: Dublin

State: CA

ZipCode: 94568

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

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, 2014; July 15, 2014; October 15, 2014; January 15, 2015.

## Attachment 5

### **Hayward Promise Neighborhood Chabot College Scope of Work and Additional Terms & Conditions 1/1/2014 – 12/31/2014**

#### **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 CSU East Bay 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 Indicator targets stated below for its activities. In additions, 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

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

**i. Appoint a Partner Project Manager, Partner Budget Representative, and Partner Data Manager**

**ii. Project Manager and Budget Representative will attend quarterly update meetings with lead agency**

**iii. 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)**

**iv. 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. Implementation Team**

Partner Project Manager will attend all monthly meetings of the Implementation Team. Designees are only to be sent in rare occasions when unforeseen circumstances prevent the Partner Project Manager from attending.

**c. HPN Networks**

At least one representative from Chabot College will attend meetings of the Cradle to Career Education Reform Network (C2CERN, Implementation Matrix 3.1) as well as the Neighborhood Health and Empowerment Network (NHEN). A representative from Chabot College will attend meetings of the Early Learning Network (ELN), when invited by the HPN Project Manager.

**d. Other HPN Meetings**

Representatives from Chabot College will attend all other HPN meetings when invited by the HPN Executive Director.

**e. Project Representation**

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

**f. Invoicing**

Chabot College shall submit the pre-authorized invoice template and Solutions Sheet to CSUEB on the 15<sup>th</sup> day of each month during the fiscal year.

**g. Partner Specific Programs**

- 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. Chosen mentees will also participate in a summer enrichment program at Chabot College.  
**Target/Impact:** Increase number of mentees served to 30 HUSD students

**Implementation Matrix Solution 2.4:** Expand and Enhance Out of School Time

**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

**Implementation Matrix Solution 3.1:** Support for Transitions

**Result #3:** Students successfully transition from middle to high school

**GPRA #5:** Attendance rates of 6th, 7th, 8th, and 9th graders

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

**Target:** 60 overall HPN students, with 30 from the JT

**Implementation Matrix 2.4:** Expand and Enhance Out of School Time

**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

**Implementation Matrix 3.1:** Support for Transitions

**Result #3:** Students successfully transition from middle to high school

**GPRA #5:** Attendance rates of 6th, 7th, 8th, and 9th graders

- iii. **MIDDLE SCHOOL TO COLLEGE PIPELINE:** Building on the ETS TRIO framework, Chabot will build a college-going culture at the HPN target middle and high schools by providing case management, financial aid, and financial literacy services 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:** 280 HPN students will be served in 2014

**Implementation Matrix 3.1:** Support for Transitions

**Result #3:** Students successfully transition from middle to high school

**GPRA #5:** Attendance rates of 6th, 7th, 8th, and 9th graders

**Implementation Matrix 5.2:** Postsecondary Persistence and Completion

**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

**Implementation Matrix 5.5:** Building a College Going Culture

**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 Summer Bridge to be implemented in 2014, 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.

**Implementation Matrix 5.2: Postsecondary Persistence and Completion**

**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 Student Navigators, 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.

**Implementation Matrix 5.2: Postsecondary Persistence and Completion**

**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

**Implementation Matrix 5.5: Building a College Going Culture**

**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 2014

***Implementation Matrix 2.4:*** *Expand and Enhance Out of School Time*

***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*

### **3. Matching**

Chabot commits to providing a 2014 (Year 3) Match of \$257,710. As requested by CSUEB, Chabot will maintain all records of the "expended" 2014 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**

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

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. Subrecipients found in violation of these policies may be terminated. Additionally, Subrecipients are responsible for the behavior of their employees and contractors. Please see Attachment 7 for more details.

## **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.

## **10. Additional Subcontract Award Terms**

The 2014 (Year 3) Chabot Sub-Award is \$510,486, which reflects the requested sequestration reduction, broken down as follows:

Original Proposed Year 3 Sub-Award: \$562,209

9.2% Sequestration Reduction: \$51,723

Chabot agrees to expend the 2014 Award in the categories and amounts in the approved 2014 Chabot Sub-Award budget (attached).

### **Minimal Carry Over of Funds to 2014**

Chabot understands and agrees to have minimal or as close to zero carryover of 2014 funds to 2015. Any Chabot subaward carry over amounts from 2014 will be subject to approval by CSUEB and the US Department of Education.

**Hayward Promise Neighborhood  
Chabot College  
Subaward Budget & Justification**

<b>Project Year</b>	<b>Funds Requested</b>	<b>Matching Contribution</b>
Year 3	\$510,486	\$257,893
<b>Total</b>	<b>\$510,486</b>	<b>\$257,893</b>

**ATTACHMENT 6  
PRIME FLOW-DOWNS**

Not applicable.

**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.

U215N110037 - 13

Carolyn Nelson

California State University, East Bay Foundation, Inc.

25800 Carlos Bee Boulevard

Hayward, CA 94542 - 3000

U215N110037 - 13

James L Houpis  
California State University, East Bay Foundation, Inc.  
25976 Carlos Bee Boulevard  
Hayward, CA 94542 - 1602



**US Department of Education  
Washington, D.C. 20202  
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 - 13 ACTION NUMBER        6 ACTION TYPE            Administrative 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>Carolyn Nelson</td> <td>Project Director</td> <td>20 %</td> </tr> <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> </tbody> </table>		<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Carolyn Nelson	Project Director	20 %	Melinda Hall	Program Manager	100 %	James Zarillo	Admin. support	20 %	Sean Williams	Finance Manager	5 %
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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        N/A</p>																
<p><b>9</b> LEGISLATIVE AND FISCAL DATA</p>																



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

**GRANT AWARD NOTIFICATION**

	<p>AUTHORITY: PL XXX TITLE V, PART D, SUBPART 1 ELEMENTARY AND SECONDARY ACT - PROGRAM TITLE: FUND FOR THE IMPROVEMENT OF EDUCATION CFDA/SUBPROGRAM NO: 84.215N</p>
<b>10</b>	<p>PR/AWARD NUMBER: U215N110037 - 13 RECIPIENT NAME: California State University, East Bay Foundation, Inc.</p> <p>TERMS AND CONDITIONS</p> <p>(1) THE DEPARTMENT OF EDUCATION PROGRAM CONTACT PERSON FOR THIS PROJECT IS CHANGED TO THE PERSON NAMED IN BLOCK 3.</p> <p style="text-align: center;">_____ AUTHORIZING OFFICIAL</p> <p style="text-align: center;">_____ DATE</p>

Ver. 1

# 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.