

Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Attachment 2
Research Subaward Agreement
Copy of Prime Award Terms and Conditions

Copy of Award Notice (attached ___ pages)

Special terms and conditions:

1. *Copyrights*
Subrecipient grants / shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. *Data Rights*
Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
3. *Automatic Carry Forward:* *Yes* *No*
(If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official contact, as shown in Attachment 3).

Additional Special Terms:

Attachment 3A
Research Subaward Agreement

Subaward Number:

W207600-232

Pass-through Entity Contacts

Pass-through Entity

Name: California State University, East Bay

Address: 25800 Carlos Bee Boulevard

City: Hayward

State: CA

Zip Code: 94542

Pass-through Entity's Administrative Contact

Name: Sean Williams

Address: Office of Research and Sponsored Programs

25800 Carlos Bee Boulevard SF 331

City: Hayward

State: CA

Zip Code: 94542

Telephone: 510-885-2301

Fax: 510-885-4618

E-mail: sean.williams@csueastbay.edu

Pass-through Entity's Principal Investigator

Name: Bruce Simon

Address: Associate Director of Gateways

25800 Carlos Bee Boulevard SF 339

City: Hayward

State: CA

Zip Code: 94542

Telephone: 510-885-7319

Fax: 510-885-2283

E-mail: bruce.simon@csueastbay.edu

Pass-through Entity's Financial Contact

Name: Mark Vidal

Address: Office of Research and Sponsored Programs

25800 Carlos Bee Boulevard

City: Hayward

State: CA

Zip Code: 94542

Telephone: 510-885-3738

Fax: 510-885-4618

E-mail: mark.vidal@csueastbay.edu

Pass-through Entity's Authorized Official

Name: Edward Inch

Address: VP, Academic Affairs/Provost

25800 Carlos Bee Boulevard

City: Hayward

State: CA

Zip Code: 94542

Telephone: 510-885-3711

Fax: 510-885-2295

E-mail: edward.inch@csueastbay.edu

Attachment 3B
Research Subaward Agreement
Subrecipient Place of Performance

Subaward Number:

Subrecipient

Name:

Address:

City: State: Zip Code + 4: [\(Look-Up\)](#)

EIN No.: Institution Type:

Is Subrecipient currently registered in SAM? Yes No

Is Subrecipient exempt from reporting compensation? Yes No

If no , please complete 3B page 2

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

Subrecipient Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Subrecipient Principal Investigator (PI)

Name:

Address:

City: State: Zip Code + 4:

Telephone: Fax:

E-mail:

Subrecipient Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Subrecipient Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Attachment 4
Research Subaward Agreement
Reporting Requirements

Pass-through Entity will check all that apply that the Subrecipient will agree to:

- A Final technical/progress report will be submitted to the Pass-through Entity's Principal Investigator identified in Attachment 3 within 90 days after the end of the period of performance.
- Monthly technical/progress reports will be submitted to the Pass-through Entity's Financial Contact identified in Attachment 3, within 90 days of the end of the month.
- Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's Administrative Contact identified in Attachment 3.
- Technical/progress reports on the project as may be required by Pass-through Entity's Administrative Contact in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the Pass-through Entity's Administrative Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Financial Contact identified in Attachment 3A within 90 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 90 days after the end of the project period to the Pass Through Entity's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award

Other Special Reporting Requirements

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

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

Attachment 5

Cost Reimbursement Research Subaward Agreement

Statement of Work(SOW)

Cost Sharing

Budget

Statement of Work

Below or Attached pages

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

Cost Sharing:

Yes, Amount \$

No

Budget Information

Below or Attached pages

Indirect Cost Rate (IDC) Applied on TDC, MTDC , or other Direct Costs \$ _____
Indirect Costs \$ _____
Total Costs \$ _____

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

Greater Bay Area K20 Basic Skills Consortium Statement of Work

Explanation/Description of work to be performed:

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

Deliverables and/or Required Reports:

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



05-04-16

Chabot College
Basic Skills Math Proposal
1-year Plan for 2016-17

Context:

Given that the math department's CCCO basic skills proposal was not funded, existing Basic Skills Initiative funding is being redirected to support math department initiatives. In addition, a partnership grant with the CSU's is being pursued and will complement the department's activities. Feasibility of CSU grant is currently under review and are included here pending approval.

Project Management and Organization of Work:

Much of this work will be done through biannual math retreats and communities of practice. We will contract out with Career Ladders Project (Mina Dadgar and other CLP associates, as needed) to help plan and facilitate the retreats and kick-start the Communities of Practice. In addition, Shanna Erickson will serve as a Project Coordinator who will help organize and coordinate activities in collaboration with faculty leads and partners; represent the department on developmental math issues, when needed, to internal stakeholders and external partners; complete program and fiscal reporting to the Basic Skills Committee and other funders; and conduct research and evaluation of project activities, in collaboration with the Office of Institutional Research.

Biannual Math Retreats:

Math retreats for developmental math faculty will be held twice per year for 1-2 days each time. The Project Coordinator will work with CLP to plan, organize and facilitate the retreats by developing the agenda, providing background materials and research to inform discussion and decision-making, and inviting K-12, CSU and Chabot counselors and discipline faculty to attend, when necessary. Potential agenda topics to be covered during retreats include:

- Review of research and effectiveness of developmental math course sequences and models (e.g., Dana Center, Quantway, Statway, other model community colleges are using)
- Common Core
- The ELM and what does it mean to be "college ready?"
- Review of Progress on the Implementation of Multiple measures – implications for course scheduling and distribution, effects of implementation (next-level course success, placement rates, reliability, etc.)
- Review of course materials, software, textbooks, and other instructional materials, as needed

Communities of Practice (COP):

These monthly to bimonthly meetings would be led by faculty leads (as outlined in the organizational chart) and would continue, expand and implement the plans, decisions and work discussed during retreats. Agenda items would be similar to the ones discussed at the retreat and would also include K-12, CSU and Chabot counselors and discipline faculty to attend, when necessary. The Project Coordinator would support

faculty leads in coordinating meetings, when needed, and work with CLP to kick off the initial COP meetings by helping the group plan and prioritize activities and goals to be accomplished for the year.

Goal 1:

Fully implement and evaluate the multiple measures adopted by the math department, ensuring alignment with the statewide Common Assessment. Adopted measures include the use of the high school GPA, high school coursework and the Early Assessment Program test.

Activities:

Fall 2016

- Convene Community of Practice that includes high school and CSU faculty, when necessary
- Meet with high school and CSU faculty to discuss impact of multiple measures
- Review distribution of course offerings based upon new multiple measure assessment results and modify course offerings, where necessary
- Prepare multiple measures policy and procedures to be published in all college informational materials and for dissemination to high school teachers, counselors and students

Spring 2017

- Collaboration with Student Services on developing procedures and processes for implementation
- Communicate new criteria to high school counselors, teachers, parents, and students
- Conduct evaluation and review indicators

Outcomes:

Fall 2016

- Pilot of multiple measures Fall 2016
- Examination of next-level course success and other indicators to evaluate the accuracy and reliability of the multiple measures, making adjustments where needed

Spring 2017

- Final recommendations for multiple measures
- At least 5 presentations to high schools about multiple measures (1 per district)

Goal 2:

Revise and align the content of Math 53 with Math 43 (Liberal Arts/Allied Health pathway), modifying the course sequence where necessary, so that there are no more than two courses below transfer-level.

Activities:

Fall 2016

- Convene Community of Practice that includes counselors, faculty in Liberal Arts and Allied Health majors, and CSU faculty, when necessary
- Review existing California models of pre-statistics courses

- Review content needed by target courses
- Review course materials that have had promising results and evidence of effectiveness, including Statway and the Open Learning Initiatives' Concepts of Statistics course

Spring 2017

- Convene faculty to develop "anchor problems" for new/revised courses
- Revise/streamline other courses in pathway (re: Math 53A/B; Math 54)
- Revise pre-statistics course (revised Math 53) aligned with college-level statistics (Math 43) that emphasizes descriptive statistics
- Pilot new/revised courses and evaluate course outcomes (Fall 2018)

Outcomes:

- Two revised courses (Math 43 and 53)
- "Anchor problems" developed
- Math Major Pathways Map
- Revised Pre-requisite Map and Math Course Progression map that includes Psych 5
- Presentations to high schools about revised course sequence in Spring 2017

Goal 3:

Develop and implement 2 co-requisite courses [College Level Statistics (Math 43), College Level Algebra (Math 31)] that would allow students to place directly into transfer-level math courses.

Activities:

Fall 2016

- Convene Community of Practice that includes counselors, faculty in Business majors and English, and CSU faculty, when necessary
- Research the role of literacy and study skills in learning mathematics and statistics
- Use research on metacognition and learning to identify stumbling blocks where students need support
- Discuss results for students from our own pilot programs (Leap Ahead, Math Jam, Math 122)

Spring 2017

- Revise courses
- Establish multiple measures/assessment score eligibility for students to enroll in co-requisite courses
- Work with Admissions and Records and IT to program ClassWeb and develop procedures for co-requisite course enrollment
- Pilot co-requisite support courses (Fall 2018)

Outcomes:

- Two co-requisite courses for Math 31 and Math 43 developed and piloted Fall 2018
- Revised Pre-requisite Map and Math Course Progression map that includes Psych 5
- Presentations to high schools about new pre-requisite courses and eligibility requirements in Spring 2017

Math Course Progression

Starting point based on Assessment Results

Multiple Measures & Assessment

Math Major Pathway Map

Review of other course seq. models - Statway, Mathways, Dana Center, etc.

consider eliminating

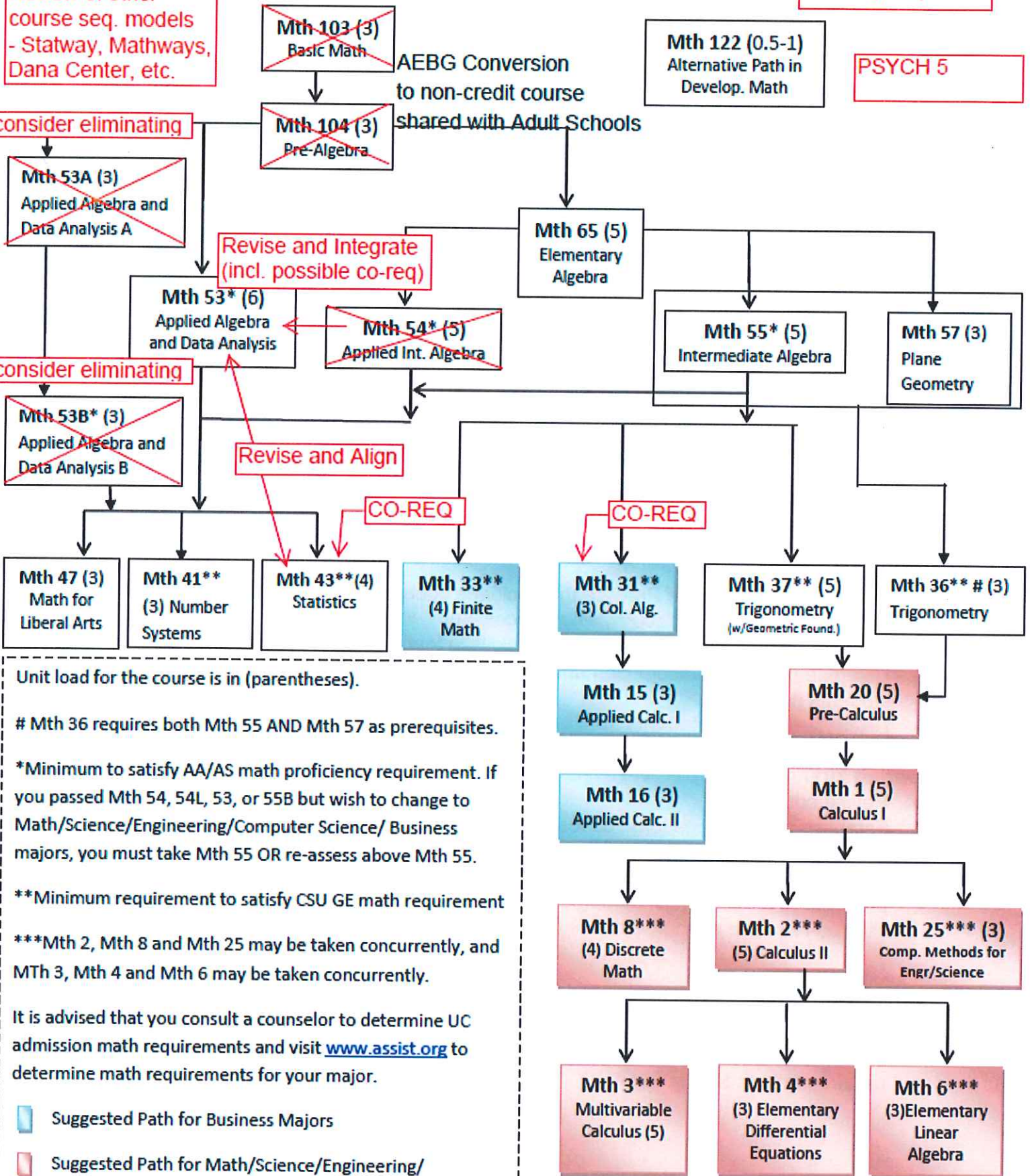
consider eliminating

Revise and Integrate (incl. possible co-req)

Revise and Align

CO-REQ

CO-REQ



Unit load for the course is in (parentheses).

Mth 36 requires both Mth 55 AND Mth 57 as prerequisites.

*Minimum to satisfy AA/AS math proficiency requirement. If you passed Mth 54, 54L, 53, or 55B but wish to change to Math/Science/Engineering/Computer Science/ Business majors, you must take Mth 55 OR re-assess above Mth 55.

**Minimum requirement to satisfy CSU GE math requirement

***Mth 2, Mth 8 and Mth 25 may be taken concurrently, and MTH 3, Mth 4 and Mth 6 may be taken concurrently.

It is advised that you consult a counselor to determine UC admission math requirements and visit www.assist.org to determine math requirements for your major.

- Suggested Path for Business Majors
- Suggested Path for Math/Science/Engineering/ Computer Science Majors

PI: Chabot College/Timothy Dave

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

Project Period: 7/1/16-6/30/18

Program: BSPPP

Categories				Year 1	Year 2	Total
PERSONNEL (REGULAR SAL AND WAGES):	Annual	% effort	Release Time			
PI						
PI Shanna Erickson	\$80,000	10%	0.00%	8,000	8,240	16,240
Math Faculty Lead [Ming Ho (1 CAH = 2.5 hours/week x 36 weeks; 2 years)]	\$102,000		3.33%	3,400	3,502	6,902
Math Faculty Lead [Matt Davis (1 CAH = 2.5 hours/week x 36 weeks; 2 years)]	\$102,000		3.33%	3,400	3,502	6,902
Math Faculty Lead [Doris Hanhan (1 CAH = 2.5 hours/week x 36 weeks; 2 years)]	\$102,000		3.33%	3,400	3,502	6,902
Math Faculty Lead [Tony Gonzalez/Rob Yest (1 CAH = 2.5 hours/week x 36 weeks; 2 years)]	\$102,000		3.33%	3,400	3,502	6,902
Math Faculty Lead [Anita Wah (1 CAH = 2.5 hours/week x 36 weeks; 2 years)]	\$102,000		3.33%	3,400	3,502	6,902
Faculty Non-Instructional Time for Math Faculty Leads to participate in the Communities of Practice (12 hrs/month x 4 months x 5 faculty x \$47/hr)				11,280	11,618	22,898
Faculty Non-Instructional Time for STEM, Liberal Arts, Business and Counseling Faculty to participate in the Communities of Practice (4 hrs/month x 6 months x 4 faculty x \$47/hr)				2,256	2,324	4,580
Subtotal - Personnel				38,536	39,692	78,228
FRINGE BENEFITS	AY Release	AY overload	Summer			
PI Shanna Erickson (Benefits @ 36% of faculty salary)	10.00%	0.00%	0.00%	2,880	2,966	5,846
Benefits @ 36% of faculty salary	16.65%	0.00%	0.00%	10,993	11,323	22,316
Staff 2 Fringe	0.00%	0.00%	0.00%	0	0	0
		0.00%	0.00%	0	0	0
Subtotal - Fringe Benefits				13,873	14,289	28,162
SUBTOTAL TOTAL PAYROLL				52,409	53,981	106,390
TRAVEL:						
Airfare						
Lodging						

Categories			Year 1	Year 2	Total
Transportation					
Meals					
	Rate	# Miles			
Local Mileage	0.540	0.00	800	110	910
	SUBTOTAL TRAVEL		800	110	107,300
OTHER DIRECT COSTS:					
Subawards to 5 School Districts to fund collaboration time with K-12 teachers (\$150 per day x 7 teachers x 7 days)			7,350	7,350	14,700
Subawards to 3 CSUs to fund collaboration with CSU faculty (\$150/hr x 60 hours; 20 hours per CSU)			9,000	9,000	18,000
Describe					
Describe					
	SUBTOTAL OTHER DIRECT COSTS		16,350	16,350	140,000
Direct Costs			69,559	70,441	140,000
TOTAL*			69,559	70,441	140,000

*All costs subject to allowability

Allocated Budget	70,000	70,000	140,000
Over (+) or Under (-) Budget	441	(441)	0

CHABOT COLLEGE BUDGET JUSTIFICATION

A. INSTRUCTIONAL SALARIES:

Faculty release time will be compensated at 1 CAH (Calculated Lecture Hour) which is equivalent to 2.5 hours per week each semester. There will be a total of five math faculty leads committed to participate in region-wide ad-hoc working groups convened to inform and support the project. Budgeted amount for compensation: \$78,228 over two years.

B. NON-INSTRUCTIONAL SALARIES:

There are no non-instructional salaries being funded by this project.

C. FRINGE BENEFITS

Fringe benefits are identified at 36% of salary for faculty members. For the two year period, this will be a cost of \$28,162 for instructional faculty over two years.

D. OTHER COSTS

Subawards will be issued to Chabot College's 5 service area high school districts to fund collaboration time with K-12 teachers at \$150 per day x 7 teachers x 7 days. Budgeted amount for compensation: \$14,700 over two years.

Subawards for \$3,000 each will be issued to all three CSUs (CSUEB, SFSU, and SJSU) to fund collaboration with CSU faculty. Budgeted amount for compensation: \$18,000 over two years.

Mileage for instructional staff to participate in project activities will be 1,685 miles over two years. Budgeted amount for mileage: \$1,110.

E. INDIRECT COSTS

There are no indirect costs requested from this grant.

F. TOTAL DIRECT AND INDIRECT COSTS

The total amount of this request is \$140,000 for a two year/24 month period from July 1, 2016 through June 30, 2018.

Attachment 6

**Basic Skills Partnership Pilot Program
Chabot College
Additional Terms & Conditions
07/01/2016-06/30/2017**

1. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSUEB, and its operations which are designated confidential by CSUEB and made available to 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.

2. 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.

3. 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.

4. 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.

5. Discrimination

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

6. Notice

Any notice requirement to be given under this agreement shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party.

ATTACHMENT 7
NON-DISCRIMINATION CLAUSE

- During the performance of this Agreement, Subcontractor and all of its subcontractors, if any, shall not deny this Agreement's benefits to any person on the basis of religion, color, race, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee of applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex.
- Subcontractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the policies adopted by the California State University, East Bay, to complement such article.
- Subcontractor and its subcontractors, if any, shall give notice of their obligations under this clause to labor organizations which they have a collective bargaining or other agreement.
- Subcontractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts, if any, to perform work under this Agreement.

ATTACHMENT 8
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the regulation implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by subcontractors of the California State University East Bay that they will maintain a drug-free workplace.

The subcontractor certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will take against employees for violation of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The subcontractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to engaged in the performance of the subcontract be given copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the California State University East Bay within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ACCEPTANCE:

In accordance with the subcontract, I hereby understand that a drug-free workplace will be provided according to the requirements described above.

ATTACHMENT 9
PRIME FLOW-DOWNS

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

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

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

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

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

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

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

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

GRANTEE

Project Director: Dr. Mike Holtzclaw	Total Grant Funds Requested: \$ <u>1,999,999</u>
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Signature, Chief Executive Officer (or authorized Designee)	Date:
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Print Name/Title of Person Signing: Dr. Gari Browning, President/Superintendent	District Address: 43600 Mission Blvd Fremont, CA 94539-5884
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STATE OF CALIFORNIA

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

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.	Date:
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Signature, Deputy Chancellor (or authorized Designee)	Date:
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Print Name/Title of Person Signing: Erik Skinner, Interim Chancellor
