

Non-Federal Cost-Reimbursable Subaward Agreement

Institution/Organization ("Prime Recipient") Name: Trustees of the California State University Address: Sponsored Programs Administration 401 Golden Shore, 5 th Floor Long Beach, CA 90802			Institution/Organization ("Subrecipient") Name: Chabot-Las Positas Community College District Address: 7600 Dublin Blvd, 3 rd Floor Dublin, CA, 94568		
			EIN No.: 94-1670563		
Prime Award No. 2109-1114678			Subaward No. X0177121-CPCCD		
Awarding Agency Lumina Foundation			Amount Funded this Action \$14,500		
Subaward Period of Performance <u>From:</u> <u>To:</u> Budget Period: 12/1/22 4/30/23			If incrementally funded – <u>From:</u> <u>To:</u> Estimated Project Period:		
Project Title: Program Pathways Mapper					
Check here if applicable: <input checked="" type="checkbox"/> Reporting Requirements [Attachment 4] <input type="checkbox"/> Cost Sharing [Attachment 5]					

Terms and 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 as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the Prime Recipient agrees to process payments in accordance with this Subaward. 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. Invoices that do not reference Prime Recipient's Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Prime Recipient's Financial Contact, as shown in Attachment 3, NOT LATER THAN **60 days** after the Budget Period 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 Attachment 3. Technical reports are required as shown in Attachment 4.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official Contact, as shown in Attachment 3. Any such changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) The Prime Recipient may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3.
- 8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. *This section does not supersede the indemnification provision in the current Auxiliary Operating Agreement executed by the Prime Recipient and/or Subrecipient.*
- 9) Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3. Prime Recipient shall pay Subrecipient for termination costs that result from uncancellable obligations that were properly incurred for allowable expenditures by the non-Federal entity prior to receiving the notice of termination.
- 10) By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Non-Federal Award, including the appropriate Terms and Conditions of the Non-Federal Awarding Entity, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of PRIME RECIPIENT:		By an Authorized Official of SUBRECIPIENT:	
Melissa Mullen Director, Sponsored Programs	Jonah Nicholas Vice Chancellor	Date	Date

**Attachment 1
Subaward Agreement**

Debarment, Suspension, and Other Responsibility Matters

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

Audit and Access to Records

Audit: Subrecipient certifies that it will provide notice of any adverse findings that impact this Subaward and will provide access to records as required in this section. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Access to Records: The PTE and prime sponsor and any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

Expiration of Right of Access: The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Use of Name

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

Flow Down to Subrecipients

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Attachment 2
Subaward Agreement

Refer to attached grant agreement for Prime Sponsor Terms and Conditions, which is incorporated by reference.

**Attachment 3
Subaward Agreement**

Prime Recipient Contacts	Subrecipient Contacts
<p>Administrative Contact</p> <p>Name: Ana Aguirre, Assistant Director Sponsored Programs</p> <p>Address: CSU Office of the Chancellor 401 Golden Shore Long Beach, CA 90802</p> <p>Telephone: (562) 951-4320</p> <p>Email: aaguirre@calstate.edu</p>	<p>Administrative Contact</p> <p>Name: Estella Sanchez</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5278</p> <p>Email: esanchez@clpccd.org</p>
<p>Principal Investigator</p> <p>Name: Chenoa Woods, PhD</p> <p>Address: Academic Success & Inclusive Excellence CSU Office of the Chancellor 401 Golden Shore Long Beach, CA 90802</p> <p>Telephone: (562) 951-4152</p> <p>Email: cswoods@calstate.edu</p>	<p>Principal Investigator</p> <p>Name: Theresa Fleischer Rowland</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5244</p> <p>Email: trowland@clpccd.org</p>
<p>Financial Contact</p> <p>Name: Lorraine Fergins Sponsored Programs Analyst</p> <p>Address: CSU Office of the Chancellor 401 Golden Shore, 5th Floor Long Beach, CA 90802</p> <p>Telephone: (562) 951-4589</p> <p>Email: lfergins@calstate.edu</p>	<p>Financial Contact</p> <p>Name: Daniela Ballif</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5231</p> <p>Email: dballif@clpccd.org</p>
<p>Authorized Official</p> <p>Name: Melissa Mullen Director of Sponsored Programs</p> <p>Address: CSU Office of the Chancellor 401 Golden Shore, 5th Floor Long Beach, CA 90802</p> <p>Telephone: (562) 951-8452</p> <p>Email: mmullen@calstate.edu</p>	<p>Authorized Official</p> <p>Name: Jonah Nicholas</p> <p>Address: Chabot-Las Positas Community College District 7600 Dublin Blvd, 3rd Floor Dublin, CA, 94568</p> <p>Telephone: (925) 485-5253</p> <p>Email: jnicholas@clpccd.org</p>

**Attachment 4
Subaward Agreement
Reporting Requirements**

Prime Recipient will check all that apply. By signing this Subaward Agreement, Subrecipient agrees to reporting requirements checked below:

- A Final technical/progress report will be submitted to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 within 30 days after the end of the period of performance.
- Quarterly technical/progress report will be submitted to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 within 30 days after the end of each project quarter.
- Annual technical/progress report will be submitted 30 days before the end of the budget period to the Prime Recipient's Principal Investigator Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, and if applicable: any updates 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.
- Monthly technical/progress report will be submitted to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 within 30 days after the end of the month.
- A certificate of completion will be submitted within 90 days after the end of the period of performance (or project completion, whichever is first) to the Prime Recipient's Principal Investigator Contact identified in Attachment 3 (for Fixed Price Subawards only).

Other Special Reporting Requirements

Attachment 5
Statement of Work (SOW); Cost Sharing; Budget

Statement of Work

Below; or Attached - _____ pages

The California State University is engaging Chabot-Las Positas Community College District to plan, coordinate, and host a series of convenings to support intersegmental partnerships, program mapping, and the development of the Program Pathways Mapper tool. Together, Chabot Community College, Las Positas Community College, and Cal State East Bay will work to map “2+2” programs to facilitate the transfer process for students moving from the community colleges to the Cal State.

Chabot-Las Positas Community College District will plan, coordinate and host up to four in-person convenings where faculty, staff, and administrators will learn about the transfer process, discuss course pathways, and develop partnerships. Each meeting will convene different campuses’ departments to ensure course pathways are aligned and vetted by discipline faculty at each institution.

Cost Sharing:	<input type="checkbox"/> Yes – Amount \$	<input checked="" type="checkbox"/> No
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Budget Information

Below; or Attached - _____ pages

Item	Details	Cost/Budget
Meeting #1 Late fall 2022	Location in Bay Area	\$3,500
Meeting #2 Early spring 2023		\$3,500
Meeting #3 Mid spring 2023		\$3,500
Meeting #4 Late spring/early summer 2023		\$3,500
Materials/supplies	Posters, markers, notepads, etc. to be used at each meeting	\$500
Total		\$14,500



Lumina[™]
FOUNDATION

Lumina Foundation for Education, Inc.
Grant Agreement

This Grant Agreement refers to the grant award letter dated October 27, 2021, from Lumina Foundation for Education, Inc., (the "Foundation") located in Indianapolis, Indiana, and governs the grant that is being made to the undersigned charitable organization, California State University Foundation, (the "Grantee") at the recommendation of the Foundation and its Board of Directors.

The Grantee accepts and agrees to comply with the following terms and conditions governing the grant:

1. Grant Funds.

This grant (Grant No. 2109-1114678), in the amount of \$ 650,000, is awarded to California State University Foundation to digitize degree pathways and implement faculty dashboards in the CSU system.

2. Use of Grant Funds.

- a. The Grantee will use the funds solely to carry out the stated purpose of this grant as set forth in the grant proposal of October 04, 2021.
- b. The Grantee may use the grant funds for administrative overhead expenses only to the extent approved as a part of the grant budget.
- c. The Grantee may keep unspent funds that do not exceed \$1,000 at the end of the grant term and will use such funds in furtherance of its charitable purposes. The Grantee will note these unspent funds in the final financial report filed with the Foundation.
- d. The Grantee will not use the funds to attempt to influence legislation, to lobby, to influence the outcome of any election, or to register voters.
- e. The Grantee will designate and segregate grant funds and proceeds in such a way that their origin and associated earnings can be calculated and credited to the grant project. The Grantee will report all amounts that are earned on the grant funds and proceeds and how those earnings are spent.

3. Grant Term.

- a. The period of the grant will be from November 01, 2021 to August 05, 2023.
- b. The Grantee may request additional time to use the funds; however, the Foundation must approve the grant extension and purpose for which the funds will be used.

4. Payment of Grant Funds.

- a. Payments will be made in accordance with the following schedule, provided Grantee's continued compliance with the terms and conditions of this Grant Agreement:

Payment Date	Payment Amount
Upon receipt of the signed grant agreement.	\$ 650,000

- b. The Grantee takes responsibility for informing, monitoring, and holding accountable all other parties that it involves in the execution of the work of the grant.
- c. The Grantee will assume responsibility for the selection and oversight of individuals to whom, and organizations to which, funds may be paid as a part of its activities in furtherance of this grant.

5. Foundation Representative.

The designated staff representative for this grant is Jasmine Haywood, Ph.D. who can be contacted at jhaywood@luminafoundation.org.

6. Reports.

- a. The Grantee will submit periodic narrative and financial reports on the progress of the work supported by this grant according to the schedule set out below.
- b. The Grantee must include with the interim financial report an audited financial statement for the most recent fiscal year.
- c. The Grantee will summarize communication efforts as part of its regular reports to the Foundation. The Grantee will also provide to the Foundation, on a timely basis, copies of final public communications, as well as copies of media coverage of the grant and copies of any work products that flow from the grant.

- d. Report Schedule:

Report Type	Due Date	Report Period Start	Report Period End
Interim Narrative Report	August 01, 2022	November 01, 2021	July 01, 2022
Interim Financial Report	August 01, 2022	November 01, 2021	July 01, 2022
Final Narrative Report	September 05, 2023	July 02, 2022	August 05, 2023
Final Financial Report	September 05, 2023	July 02, 2022	August 05, 2023

Metrics	Due Date
Metrics Report	August 01, 2022
Metrics Report	September 05, 2023

Deliverable	Due Date	Description
Deliverable	November 18, 2022	Graduation Initiative Annual Report.

*Note: Per Section 6.c of the grant agreement, the Grantee must include with the interim financial report an audited financial statement for the most recent fiscal year.

7. Publicity.

- a. The Foundation may make public, using any media, information about the grant, its purpose, and the identity of the Grantee.
- b. The Foundation will give the Grantee prior notice if it plans more extensive publicity coverage of the grant beyond routine, factual listings.
- c. The Grantee will notify its designated staff representative at the Foundation in advance of its plans for publicly announcing the grant.
- d. The Grantee should refer to the “Partner Communications” tipsheet for further information on appropriate grant publicity.
- e. The Foundation and the Grantee each agree to provide the other an advance copy of any substantial communication that publicizes the grant, or the work funded thereby. The party reviewing such advance copy reserves the right to review and approve the possible use of its name in the context of such communications and to determine the appropriate use of its name in connection therewith before any such communications are issued. The submitting party will give the reviewing party at least five business days to complete its review of such communications.

8. Evaluation.

- a. The Foundation may conduct independent evaluations and site visits in keeping with its commitment to oversee, evaluate, and learn from its grants.
- b. The Grantee will provide its full cooperation to the Foundation in any evaluation or site visit.

9. Grantee Tax Status.

- a. The Grantee warrants and guarantees that it is recognized as an organization described in Section 501(c)(3) and 509(a)(1) or (2), or a Type I, Type II or functionally integrated Type III supporting organization described in 509(a)3 of

the Internal Revenue Code or an instrumentality of the government, or a governmental agency.

- b. The Grantee will advise the Foundation immediately if the federal government, Internal Revenue Service, or state or local authorities give the Grantee notice of a change in its tax status.

10. Grantee's Acknowledgments.

- a. The Grantee acknowledges that funding for this request does not guarantee future funding from the Foundation; that failure to comply with the terms of this Grant Agreement may jeopardize future funding from the Foundation; and that there may be circumstances under which the Foundation may determine that it will not disburse an unpaid portion of the grant.
- b. If the Grantee involves other parties in the execution of the charitable work of this grant, Grantee takes responsibility for selecting and monitoring such parties and ensuring these parties fully comply with the terms and conditions of this Agreement and all applicable laws.
- c. If the Grantee seeks to revise a Lumina Foundation annual grant budget line item by more than 10 percent, and/or that line item is greater than \$5,000, the Grantee must seek advance approval from the Foundation.
- d. When applicable, Grantee acknowledges its responsibility to:
 - i. advise the Foundation of any instance in which the Grantee's grant activities require it to collect, possess, manage, or otherwise control data that could be considered "sensitive" or otherwise subject to legal protection. This information includes, but is not limited to, data that could be considered "personally identifiable information" (as such term is commonly understood or defined);
 - ii. Maintain appropriate systems security for its activities under this grant, to the extent such security is reasonably necessary therefor. This security shall be in accordance with commercially reasonable industry standards and practices designed to protect any sensitive data or information required for the grant project from theft, unauthorized disclosure, and unauthorized access; and
 - iii. Seek out, and comply with, any relevant data security and privacy policies of Foundation that apply to its use or control of such data for the grant.

11. Termination of Grant and Cancellation of Payment.

- a. If the Grantee violates any of the terms of this Grant Agreement or if there is a change in the Grantee's tax-exempt status, the Foundation may, in its sole discretion, postpone or cancel grant payments, terminate the grant, or in extreme cases request repayment of a portion of the grant funds after providing sixty (60) days prior written notice during which Grantee shall have an opportunity to cure the violation or change in tax-exempt status. For purposes

of this subsection, “extreme cases” shall include but not be limited to circumstances within the Grantee’s reasonable knowledge and control involving fraud, criminal activity, or material adverse change in Grantee’s legal status.

- b. The Foundation may, in its sole discretion, terminate this grant and cancel payment of an unpaid portion of the grant due to its determination that:
 - i. the grant has ceased, or is likely to cease, to be a “qualifying distribution” as such term is used in Chapter 42 of the Internal Revenue Code; or
 - ii. Grantee has participated, or plans to participate, in a “business combination” with another entity that results in a change of control of the Grantee. Examples of such a “business combination” include, but are not limited to:
 1. Merger into a surviving entity;
 2. Acquisition or sale of all or substantially all of Grantee’s assets to another entity;
 3. An affiliation or other arrangement resulting the transfer of the authority to elect or appoint the directors and/or members of the Grantee; or
 4. Other arrangement resulting in a change of control of the Grantee.

If Foundation terminates this grant and/or cancels grant payments pursuant to this subsection, Foundation will, as full discharge of its obligations to the Grantee under this Grant Agreement, reimburse the Grantee for expenses the Grantee has incurred, as well as any non-cancelable obligations directly pertaining to the approved work of the grant that the Grantee has entered into, before notification of the Foundation's decision to terminate the grant and cancel payment.

12. Choice of Law and Jurisdiction.

All legal proceedings and matters pertaining to this grant will be governed by the laws of the State of Indiana, and any dispute arising under this grant will be heard exclusively in the state of federal courts with subject matter jurisdiction sitting in Indiana, notwithstanding the conflicts of law principles of Indiana or any other state, except that nothing herein may be interpreted as:

- a waiver of the sovereign immunity of the state in which the Grantee is incorporated or headquartered, or
- an agreement by the Grantee to any obligation or undertaking contrary to the laws of its state of incorporation or headquarters which bind state agencies.


The undersigned duly authorized representative of California State University Foundation acting for and on behalf of said organization, as the Grantee hereunder, has read, accepts,

and agrees to comply with the terms of this Grant Agreement with Lumina Foundation for Education, Inc., and agrees to notify all related persons and agencies under the direction of the Grantee to comply with all of said terms.

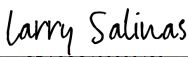
13. Counterparts.

This Amendment may be executed in any number of counterparts, by hand or exclusively electronic signature, each of which shall be enforceable against the Parties, and all of which together shall constitute one instrument.


Lumina Foundation for Education:

<small>DocuSigned by:</small>  <small>4735D3680D0541B...</small>	10/27/2021 11:06 AM EDT
Signed	Date
Debra Humphreys, Ph.D.	Vice President of Strategic Engagement

Grantee:

<small>DocuSigned by:</small>  <small>CDA6CC400800423...</small>	10/27/2021 11:58 AM EDT
Signed	Date
Larry Salinas	President

Countersignature and Effective Date of the *Terms of Letter Agreement*:

<small>DocuSigned by:</small>  <small>C217A34501C2444...</small>	10/27/2021 11:58 AM EDT
Signed	Date
Brad Kelsheimer	Vice President - Chief Financial Officer
Print Name	Lumina Foundation for Education, Inc.