Subaward Agreement

Institution/Organization ("Prime Recipient")

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

Prime Award No.:

Awarding Agency:

Chevron

Institution/Organization ("Subrecipient")

Name: San Leandro Unified School District

Subaward No.: W316100-149 CFDA #:

Amount Funded This Action: $.00 Est. Total (if incrementally funded)

Subaward Period of Performance:

Budget Period: From: 06/01/2013 To: 08/15/2013

Estimated Project Period (if incrementally funded):

From: 06/01/2013 To: 08/15/2013

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 Administrative 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 Administrative 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 Administrative 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 Administrative 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 Administrative 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.

By an Authorized Official of Prime Recipient

6-7-13
Date

By an Authorized Official of Subrecipient

Date

Attachment 1
Subaward Agreement
Certifications and Assurances

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

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal 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 3B - Subaward Agreement
Subrecipient Contacts

Subaward Number: W316100-149

Institution/Organization ("Subrecipient")

Name: Mike Walbridge

Address: 14735 Juniper Street

City: San Leandro State: CA ZipCode + 4: 94579

EIN No.: Institution Type:

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

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

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

Subrecipient currently registered in CCR? ◯Yes ◯No

DUNS No.: Parent DUNS No.:

Is Subrecipient exempt from reporting compensation? ◯Yes ◯No

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

Congressional District: Congressional District:

Administrative Contact

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Principal Investigator

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Financial Contact

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Authorized Official

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Attachment 3A
Subaward Agreement

Subaward Number: 30000160-137

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

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

Address: 25976 Carlos Bee Boulevard

City: Hayward State: CA ZipCode: 94542

Administrative Contact

Name: Linda Dobb

Address: Academic Affairs
25800 Carlos Bee Boulevard

City: Hayward State: CA ZipCode: 94542

Telephone: 510-885-3773 Fax: 510-885-4618

Email: linda.dobb@csueastbay.edu

Principal Investigator

Name: Julia Olkin

Address: 25800 Carlos Bee Boulevard

City: Hayward State: CA ZipCode: 94542

Telephone: 510-885-7487 Fax:

Email: Julia.olkin@csueastbay.edu

Financial Contact

Name: Tian Yu

Address: Office of Research and Sponsored Programs
25800 Carlos Bee Boulevard

City: Hayward State: CA ZipCode: 94542

Telephone: 510-885-3738 Fax:

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

Subaward Number: W316100-149

Institution/Organization ("Subrecipient")

Name:

Place of Performance

Name:

Address:

City: State: ZipCode + 4:

Telephone: Fax:

Email: Congressional District:

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

- N/A.

Attachment 5

Chevron MAA Phase II
San Leandro USD
Scope of Work and
Additional Terms & Conditions
06/01/2013 – 08/15/2013

Background

CSUEBF Math Academies has partnered with San Leandro Unified School District (SLUSD) to hold Math Achievement Academies (MAA) for middle school and/or high school students. These Academies are 20 days, for a total of 60 hours per academy. Credentialed teachers trained in the MAA program will teach the classes, aided by college mentors from East Bay colleges.

Cal State East Bay has partnered with colleagues from San Leandro and other consultants to put this program together. This is the third year and has shown great success in student math scores and math confidence.

This grant is funded by the Dean and Margaret Lesher Foundation and Chevron, Inc.

I. Deliverables

CSUEBF Math Academies agrees to the following:

- Handle all the logistics of teaching the classes; including providing all classroom materials, taking attendance, making sure students are not leaving the classrooms, etc.
- Obtain waivers and permissions from all students' families to account for their attendance, photos, work, etc.

San Leandro Unified School District agrees to the following:

- Ensure that the classrooms are unlocked in the mornings.

II. Confidentiality of Data

A. All financial, statistical, personal, technical and other data and information relating to CSUEB Foundation, and its operations which are designated confidential by CSUEB Foundation and made available to SLUSD or which become available to SLUSD in order to carry out this agreement, shall be protected by SLUSD from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to CSUEB Foundation.

B. CSUEB Foundation shall provide SLUSD in writing the identification of all such confidential data and information, as well as CSUEB Foundation's procedural requirements for protection of such data and information from unauthorized use and disclosure.

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

III. Indemnification

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

B. SLUSD 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 the CSUEB Foundation, 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 SLUSD.

IV. Examination and Audit

A. SLUSD shall be subject to examination and audit by CSUEB Foundation 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.

B. B. 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.

V. Insurance

SLUSD 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 Foundation" as an additional insured with respect to work being performed. SLUSD agrees to provide all required certificates of insurance to the CSUEB Foundation prior to the commencement of any work under this Contract. The CSUEB Foundation and SLUSD agree that the specified coverage or limits of insurance in no way limit the liability of the SLUSD.

VI. 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.

The CSUEB Foundation or San Leandro Unified School District may TERMINATE this MOU and be relieved of its obligation hereunder upon 30 days written notice to the other party at the last known business address.

ATTACHMENT 6
PRIME FLOW-DOWNS

- N/A.

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, Divsion3, Title 2 of the Government Code (Government Code, Sections 1113511139.5) and the policies adopted by the California State University, East Bay, Foundation to complement such article.

Subcontractor and its subcontractors, if any, shall give notice of their obligations under this clause to labor organizations which they have a collective bargaining or other agreement.

Subcontractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts, if any, to perform work under this Agreement.

ATTACHMENT 8
DRUG FREE WORKPLACE CERTIFICATION

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