

## GENERAL INFORMATION

**Grantee Name:**

**Grant Amount:** \$2,850,000

**Award Date:**

**Funding Source:** STEM Teacher Recruitment Grant Program, authorized pursuant to the Budget Act of 2021/2022 in item 7760-101-0001.

## GRANT DESCRIPTION

The Grant funds are awarded generally for purposes of (establishing/expanding) a program that is designed to recruit individuals into a STEM teaching position. The Grant funds are further awarded in accordance with and for the purpose of the proposed scope of work associated with the application documents submitted on (insert date) and scored in response to the Grant Application Opportunity posted by the Office of Public School Construction. As proposed by the Grantee, the Grant funds shall result in the recruitment of approximately (enter number) individuals into a STEM Teaching pathway. A copy of those documents is available as part of the grant application file maintained by the Office of Public School Construction (OPSC) and is also retained by the Grantee for reference and for purposes of the project audit.

**Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work that would have otherwise impacted scoring, and no changes shall be made without the prior written approval of OPSC.**

## TERMS AND CONDITIONS OF GRANT

### Definitions

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Audit report” means the annual compliance review and fiscal reviews of the Grantees expenditures and progress related to the Grant award.

“Grant” means the funding provided in support of establishing or expanding a program designed for STEM teacher recruitment.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“STEM” is an acronym that stands for Science, Technology, Engineering, and Mathematics and for purposes of this program relates specifically to K-12 STEM education.

“STEM Education” is a path of learning that encompasses the process of critical thinking, analysis, and collaboration in which students integrate the processes and concepts in real world contexts of science,

technology, engineering, and mathematics, fostering the development of these skills and competencies for college, career, and life.

“State” means the State of California.

### **Term of Grant Agreement**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Grant. This Agreement becomes effective on the date of the last signature. This Agreement terminates once (1) all Grant funding is expended, and when all the parties’ obligations under this Agreement are satisfied, or (2) if the Grant is rescinded, or (3) if the Grantee withdraws its request for the Grant funds.

### **Project Execution**

The Office of Public School Construction hereby awards to the Grantee a sum of money (Grant) \$ \_\_\_\_\_ in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

Grantee certifies that the proposed scope of work complies with all laws and requirements applicable to the project, including but not limited to certifications made as part of the application submittal related to this Grant.

### **Receiving Funds**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds are intended to be released in two equal installments. The first fund release shall occur on or about May 31, 2022, provided this Agreement has been fully executed. The second fund release shall occur on or about May 31, 2024. The second release is contingent upon the Grantee submitting a second annual report that shows adequate progress consistent with the workplan, as well as compliance with all other aspects of the Grant and this Agreement. Progress delays in implementation and/or execution of the goals in the proposed workplan may result in the second installment being withheld in whole or in part until a reasonable plan to address lack of progress is submitted by the Grantee. If a reasonable plan cannot be developed and implemented by the Grantee, all, or a part of the second fund release may be forfeited. In the event the second fund release is forfeited, and funds remain from the first installment, a final expenditure audit will be conducted to determine if return of unspent or ineligible funds is necessary.

### **Program Reporting Requirements**

Annual reports are required as a condition of this Grant. Annual reports shall be due 12 months from the date of the fund release and continuing annually through the final report which is due June 15, 2026.

Each annual report shall include status of the workplan and other progress, number of individuals recruited, and an expenditure report of sufficient detail (At minimum: warrant date, warrant number, warrant, amount, payee, and description of the expenditure) to determine where funds have been allocated and how the expenditures tie back to the workplan. By December 31, 2022, the Office of Public School Construction shall make available to the Grantee the template to be used for expenditure reporting.

The final report shall also include best practices and/or case study information that will be valuable in assisting other entities to improve STEM teacher recruitment efforts.

Both annual and the final expenditure reports shall be audited by OPSC to determine if expenditures are eligible. The final audit shall be completed within 6 months of receipt. At the conclusion of the final audit, the Grantee shall have 60 days to repay unspent funds or funds due back because of ineligible expenditures. There are no savings allowed for this Grant.

#### **ADVISORY LISTING DETAILING COMMON ELIGIBLE AND INELIGIBLE EXPENDITURES**

No more than 5% of the total grant award may be used for indirect costs (indirect costs include general administrative functions to support the Grant that do not tie directly to grant activities, such as accounting and administrative support).

Project expenditures will only be considered eligible if:

- The expenditures are within the scope of the workplan that was submitted as part of the response to the original application.
- The expenditures are substantiated with contracts, time sheets or other such measures, invoices, incremental and final billings, and verification of payment.
- The expenditures are expended by May 31, 2026.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures.

Eligible Expenditures:

The following information is intended to provide an advisory list of common, but not exhaustive, eligible project expenditures.

- Additional or new staffing costs directly associated with the tasks outlined in scope of work for the grant including salaries and benefits
  - For positions that will partially support the grant program but have other tasks, the grantee shall provide the pro-rate methodology used. The pro-rate methodology shall be subject to review and approval by the State. Alternatively, the grantee may provide actual timesheet records documenting the time allocated to this project.
- Materials costs
- Advertising and marketing costs (i.e., design, print, publication, advertising costs)
- Costs associated with establishment or updating of a website to promote the grant program (costs for updating an existing website shall be limited to changes resulting from the grant)

program, normal maintenance costs fall under indirect costs and are included in the 5% amount allowed for those purposes)

- Travel expenses directly associated with the tasks outlined in the scope of work (lodging, airfare, care rental, meal reimbursement). Travel expenses shall be limited to the reimbursement rates used by the State of California and published on the California Human Resources website.
- Costs associated with events for the purposes of recruiting, professional development, or training, such as rental space or entry fees
- Training materials, software, curriculum

#### Ineligible Expenditures:

The following information is intended to provide an advisory list of common, but not exhaustive, ineligible project expenditures.

- Payments, salaries, subsidies, stipends, signing/retention bonuses, or any other direct financial support provided to recruits
- School District and County Office of Education costs
- Long-term, and on-going operating costs (i.e. salaries, website hosting fees, software licensing, etc.) incurred by the grantee that continue beyond May 31, 2026.
- Furniture, equipment, supplies or other items that are provided to school districts unless directly used by the recruits in the course of a task associated with the scope of work outlined in the Response to the Request for Proposals)
- Any indirect costs more than 5% of the grant award

For any cost or item that cannot be classified in one of the above categories, the Grantee is advised to consult with OPSC prior to incurring the cost to determine eligibility.

#### **Record Retention**

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for the annual and final expenditure and progress reporting compliance reviews.

Financial accounts, documents, and records may be retained electronically.

#### **Grant Award Audit**

Upon receipt of the Final Expenditure Report, the OPSC will notify the Grantee upon commencement of a Grant Award Audit. The Grantee shall provide all project documentation when requested by the OPSC Auditor to support the project expenditures.

Should the audit report determine that the Grantee spent Grants on Ineligible Expenditures, OPSC will inform the Grantee in writing. The Grantee will be required to return any funding expended on Ineligible Expenditures. Unspent funds shall also be returned to the State.

### **Repayment of Grant Funds**

Upon notification from OPSC of amounts to be repaid to the state, the Grantee shall remit a warrant in the amount due within 60 calendar days.

### **Conflict of Interest**

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

### **Severability**

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### **Electronic Filing**

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

### **O. Supplement, Not Supplant**

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

### **P. Exact Duplicate**

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

**SIGNATURES**

**The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.**

NAME OF GRANTEE REPRESENTATIVE (PRINT)	PHONE NUMBER
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE