

Regional K-16 Education Collaboratives Grant Program Grant Agreement

GENERAL INFORMATION

Collaborative Name: Bay Area K-16 Collaborative

Region: Bay Area

Lead Agency/Grantee Name (name, title, organization): Chabot-Las Positas Community College District

Grant Amount: \$250,000

Award Date: 11/4/2022

Funding Source: The California Regional K-16 Education Collaboratives Grant Program, authorized pursuant to the Budget Act of 2021.

Project Summary: The Bay Area K-16 Collaborative is a network of educational institutions, employers, organizations, and stakeholders building a seamless educational path to opportunity in the Bay Area. The partners will shift from a siloed approach to a collaborative model that accelerates degree completion for students of color and under resourced students. The Collaborative will use the planning year to deepen relationships, improve systems alignment, and design priorities within subregions of the Bay Area.

Disclaimer: Receiving a Phase 2: Planning Grant is NOT a guarantee of receiving a Phase 2: Implementation Grant.

GRANT DESCRIPTION

The California Regional K-16 Education Collaboratives Grants Program (K-16 Program), which is housed within the California Department of General Service (DGS), Office of Public School Construction (OPSC), is made possible by a \$250 million appropriation to DGS in the Budget Act of 2021. The K-16 Program is part of a statewide strategy for strengthening education-to-workforce pathways and ensuring that education, vocational, and workforce programs work in partnership to address the income, racial, and gender inequalities in education and employment.

The Grant funds are awarded generally for purposes of supporting regional K-16 education collaboratives to create streamlined pathways from high school to postsecondary education and into the workforce. 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 by the application deadline of October 3, 2022. As proposed by the Grantee, the Grant funds shall result in the preparation to submit an application for a full K-16 Regional Education Collaborative Phase 2:

Implementation Grant in 2023. A copy of those documents is available as part of the grant application file maintained by the OPSC and is also retained by the Grantee for reference and for purposes of the project compliance review.

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” refers to this Grant Agreement.

“Compliance Review” 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 to support regional K-16 education collaboratives that create streamlined pathways from high school to postsecondary education and into the workforce.

“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.

“State” means the State of California.

“Collaborative” means a group that comes to a consensus on their regional goals and has concrete plans to improve student outcomes and prepare the region’s next generation of workers and leaders. Each collaborative must include at least one K-12 school district, at least one University of California campus, at least one California State University campus, and at least one California Community College district.

“Pathways” means industry sectors in the local or regional economy.

“Savings” means unspent amount remaining after the completion of the scope of the project.

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 \$250,000 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 one installment.

- The fund release of the Grant shall occur on or about November 30, 2022, provided the Agreement has been fully executed.

Project Work Plan

The Grantee must submit a project work plan by November 30, 2022 that covers the yearlong project period and includes major project milestones. The work plan must include detailed project milestones, activities, timelines, outcomes, and deliverables for the project through October 31, 2023. The Grantee will be expected to provide updates about progress towards goals that align with the work plan.

Program Reporting Requirements

On a quarterly basis, beginning with the period ending January 31, 2023 (and continuing with the periods ending April 30, July 31, and October 31), the Grantee shall submit a narrative describing progress towards project goals and milestones, including information related to meetings, participation by collaborative partners, and accomplishments to date. Narrative reports should highlight lessons learned and identify any challenges that the collaborative has encountered along with steps taken to overcome these challenges. If any planned activities or milestones are not on track for completion by the required deadline, the Grantee must provide a written explanation describing how the collaborative will resolve these issues and make appropriate course corrections to ensure timely completion of all required project deliverables.

On a biannual basis, beginning with the period ending April 30, 2023 (followed by the period ending October 31), the grantee is responsible for submitting a cumulative report of all collaborative expenditures to date, including but not limited to a detailed listing of project expenditures organized by fund source and providing Object Code level of accounting detail. The expenditure report shall include fields to identify information including, but not limited to, warrant date, warrant amount, payees, and a description of the expenditures. The Grantee shall retain supporting documentation such as general ledger reports, contracts, invoices, purchase orders, and timesheets/duty statements to support the expenditures; and provide copies upon request to grant auditors. The Grantee is expected to retain all pertinent records in order for OPSC to perform a closeout compliance review once all funds have been expended.

Grantees will be allotted 45 days after the listed dates (January 31, April 30, July 31, and October 31) in order to complete and submit the required reports.

OPSC will provide an expenditure report template to the Grantee. Additional instructions about how to complete and submit reports will be forthcoming and will include options to submit through email or Submittable.

Grantees must use Office of Public School Construction's form to report a final expenditure report. OPSC will perform a compliance review of the expenditure report(s) to determine if expenditures are eligible. The final compliance review shall be completed within 6 months of receipt of each expenditure report. At the conclusion of the final compliance review, the Grantee shall have 60 days to repay unspent funds or funds due back because of ineligible expenditures. All unspent funds must be returned. If there are residual funds that remain unspent, the Grantee must submit a budget request to the Office of Public School Construction identifying the request to retain the funds and identify the program budget related to the use of these funds. Once the request is approved, the Grantee must continue to use Office of Public School Construction's form annual expenditure report until all savings are expended. (See Appendix A - Audit Program/Compliance Review).

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 approved work plan that was submitted as part of the response to the original application.
- The expenditures must be aligned with the budget.
- The expenditures are substantiated with contracts, time sheets or other such measures, invoices, incremental and final billings, and verification of payment.
- The expenditures are encumbered by October 31, 2023.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The Grantee shall provide the pro-rate methodology used if the invoices or contracts include projects that do not align with the goals of the project.

Eligible Expenditures:

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

- Costs directly associated with activities related to planning for submission of a Phase 2: Implementation Grant.
- 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)
- Non-student travel expenses directly associated with the tasks outlined in the scope of work

(lodging, airfare, car 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

- Training materials, software, curriculum

Ineligible Expenditures:

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

- Expenditures related to implementation activities as opposed to planning activities.
- Long-term, and on-going operating costs (i.e. salaries, website hosting fees, software licensing, etc.) incurred by the grantee that continue beyond October 31, 2023.
- Any indirect costs more than 5% of the grant award
- Grantee shall not use any of the funds from this grant to carry on propaganda, or otherwise attempting, to influence legislation, influencing the outcome of any specific public election, carrying on, directly or indirectly, any voter registration drive, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur.
- Food and drink, except for meal reimbursement that is part of eligible travel costs as noted above

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. Costs not associated with the approved budget will be considered ineligible.

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. Grantee must retain these documents for three (3) years following the termination or expiration of this Agreement.

Grantee will maintain and provide the course of the project a general ledger that reflects expenditures at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project. Grantees are required to follow the Generally Accepted Accounting Principles (GAAP), Government Accounting Standards (GASB), the California School Accounting Manual, as applicable to the lead agency, and accounting manuals that are applicable for higher education lead agencies.

Grantees will maintain and provide the rationale for the amount of equipment purchased (i.e., computers, laptops, furniture, desks).

Annual financial statements will be requested during the final compliance review of expenditures. Financial accounts, documents, and records may be retained electronically.

Grant Award Compliance Review

Upon receipt of the Final Expenditure Report, the OPSC will notify the Grantee upon commencement

of a Grant Award Compliance Review. The Grantee shall provide all project documentation when requested by the OPSC Auditor to support the project expenditures.

Should the compliance review 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.

Subgrantees, Contracts and Payments to Individuals

With regard to the selection of any subgrantee, contractor for services or individual service provider to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of OPSC. There is no agreement, written or oral, by which OPSC may cause Grantee to choose any particular subgrantee, contractor or individual. Grantee shall ensure that every subgrantee, contractor or individual service provider retained to carry out the purposes of the Agreement, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.

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.

Publication; License

Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as OPSC may establish from time to time. Notwithstanding the foregoing, it is the OPSC's intent that results be made broadly available, therefore, any requirements made by the OPSC will not bar the Grantee from publication nor delay publication by more than sixty (60) days. Grantee grants to OPSC an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

Public Records Act

Records relating to this project are subject to the Public Records Act. If any Public Records Act requests are made to OPSC concerning this Agreement or project, OPSC shall supply pertinent records, including emails, in its possession that are not privileged or otherwise exempted that are relevant to the PRA response.

Indemnification

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless OPSC, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of the performance of this Agreement but only in proportion to and to the extent such claims, liabilities, losses, and expenses (including reasonable attorneys' fees) are caused by or result from the negligent or intentional acts or omissions of the Grantee, its respective, officers, agents or employees.

Entire Agreement; Amendments and Modifications

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.

Compliance with Laws

Grantee shall comply with all local, state, and federal laws in the performance of this Agreement. This shall include all relevant federal and state executive orders, in particular the Governor's recent order, Executive Order N-6-22.

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

Appendix A: K-16 Expenditure Compliance Review Proposal

Purpose and Summary of Compliance Review Overview

Grantees are advised they will be required to submit three types of reports after receiving K-16 funds: a Narrative Progress Report, Budget Report, and an Expenditure Report. Narrative Progress Reports are due quarterly, Budget and Expenditure Reports are due biannually until the project is complete, at which time the grantee shall submit a final report within 45 calendar days of project completion. Grantees should refer to the Grant Agreement for additional details about reporting requirements.

Findings

- OPSC Auditor shall submit all findings to the Grantee within 30 days from the end of the Compliance Review.

Corrections

- Corrections to be made on expenditures or documentation shall be submitted within 30 days of notification to the Grantee.

Compliance Review Requirements

- K-16 grantees shall abide by the eligible expenditures listed on this document and provide a chart of accounts with general ledger numbers and descriptions listed.
- If the expenditures fall outside the expected parameters, additional documentation will be requested from the grantee to verify that the expenditures were not reported in error.
- Travel expenses are to be supported by receipts; travel reimbursement is based on the State of California requirements for travel and vehicle mileage reimbursement rates. The grantee will be subject to State travel and per diem maximum reimbursement rates. (Exact numbers to be determined by program contacts).
- A list of all employees paid through the K-16 program. If there is allocated personnel, please provide the allocation breakdown for each employee and must be supported by timecards and time logs
- Provide a detailed transaction list of cumulative expenditures which should include the following information for each recorded transaction. The final expenditure report should include all expenditures and encumbrances associated with scope of the project.
 - a. A reference number (such as an invoice number, check number, purchase order number, or journal voucher number)
 - b. Transaction date
 - c. The vendor's name
 - d. A brief description of the transaction
 - e. The general ledger account code (object code)
 - f. The amount paid
- OPSC's Auditor will determine if there are any findings/corrections needed along with suggestions to grantee.