

Subaward Agreement			
San Diego County Superintendent of Schools, San Diego County Office of Education (SDCOE)		Subrecipient: San Pasqual Union School District	
Federal Award No: S184G190081		FAIN: S184G190081	Federal Awarding Agency: U.S. Department of Education
Federal Award Issue Date: 10/1/19	Total Amount of Federal Award to PTE \$750,000.00	CFDA No: 84.184G	CFDA Title: Safe and Drug-Free Schools and Communities - National Programs
Project Title: School Climate Transformation Grant			
Subaward Period of Performance: 11/28/2022 – 9/30/2024		Amount Funded This Action: \$37,516	Subaward No. 011

This Subaward for Services is entered into this 8th day of December, 2022 by and between the **San Diego County Superintendent of Schools**, herein called the "County" and SUBRECIPIENT herein called the "Contractor," who agrees to provide the following services to the County:

1. Scope of Services.

Subrecipient shall provide services as described in Exhibit "1" entitled "Scope of Work" attached hereto and made a part hereof.

2. Term of Agreement.

This Agreement shall be effective from the period of performance noted above, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Subrecipient shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Subrecipient received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to Subrecipient. During said 60-day period Subrecipient shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by Subrecipient in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by SDCOE. Termination for cause shall be effected by delivery of written notice of termination to Subrecipient. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

Via auditor transfer, San Diego County Superintendent of Schools will compensate Subrecipient Thirty-seven thousand five hundred sixteen dollars \$37,516.00 to support coordination, implementation and

maintenance of SCTG related projects, activities and evaluation. Funding time timeline and amounts referenced in exhibit 3:

- o 2022/23 – \$16,604 - (\$8302 12/15/2022; \$8302 – 3/15/2022)
- o 2023/24 – 20,912² – (\$10,456 – 8/30/22; \$10,456 - 1/31/2022)

5. Confidential Relationship.

SDCOE may from time to time communicate to Subrecipient certain information to enable Subrecipient to effectively perform the services. Subrecipient shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Subrecipient shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Subrecipient, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Subrecipient without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Subrecipient by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Subrecipient shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Subrecipient shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Subrecipient acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Subrecipient may submit information that Subrecipient considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Subrecipient acknowledges that the SDCOE may submit to Subrecipient information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Subrecipient upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Subrecipient's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Subrecipient will remain the exclusive property of the Subrecipient.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Subrecipient. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service provided will cease to be retained by the Subrecipient at the conclusion of this Agreement and will, in fact, be removed from the Subrecipient's records.

The Subrecipient will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Subrecipient uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Subrecipient will notify the SDCOE within 24 hours of the Subrecipient discovering an unauthorized access or disclosure of SDCOE data.

The Subrecipient and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Subrecipient agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

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.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Subrecipient is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

13. Licenses, Permits, Etc.

Subrecipient represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Subrecipient represents and warrants to SDCOE that Subrecipient shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Subrecipient to practice its profession.

14. Subrecipient's Insurance.

The Subrecipient shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

The Subrecipient shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The Subrecipient shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Subrecipient shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

Subrecipient shall certify in writing that Subrecipient's employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.

Subrecipient shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Subrecipient is expected to have with SDCOE'S pupils.

 X The SDCOE has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Subrecipient. No work may take place until the requirements of Education Code section 45125.1 have been met.

____ The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Subrecipient has contact with pupils.

____ The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Felicia Singleton

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

Subrecipient agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Subrecipient, that arise out of, pertain to, or relate to Subrecipient's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Subrecipient agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Subrecipient's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Subrecipient's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Subrecipient's expense, subject to Subrecipient's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Subrecipient or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Felicia Singleton, Director, Whole Child and Community Design Department
6401 Linda Vista Rd
San Diego, CA 92111
858-569-5476
felicia.singleton@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Subrecipient: Mark Burroughs, Superintendent
San Pasqual Union School District
15305 Rockwood Road
Escondido, CA 92027
760-745-4931
mark.burroughs@sanpasqualunion.net

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Subrecipient.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Compliance with Law.

The Subrecipient shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

24. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Subrecipient certifies that the Subrecipient, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Subrecipient certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. 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.

26. Final Approval.

This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

27. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

28. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

SUBRECIPIENT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Mark Burroughs
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Superintendent
Title

Date

Date

EXHIBIT 1
Scope of work

The School Climate Transformation Grant project proposes a coordinated strategy to enhance, expand and sustain multi-tiered systems of support (MTSS) and Positive Behavioral Interventions and Supports (PBIS) to improve school climate. The SDCSS will provide leadership and overall project oversight, including the evaluation and ongoing implementation support.

The subrecipient will undertake the following activities:

- Identify internal SCTG lead
- Establish and maintain MTSS team
- Implement school wide PBIS
- Integrate school-based interventions designed to increase positive school climate outcomes
- Participate in the SCTG Community of Practice
- Participate in grant-related meetings required of consortium districts
- Administer required SCTG assessments
- Provide outcome data for evaluation purposes
- Pay teacher and visiting administrator stipends to participate in MTSS and PBIS meetings
- Submit monthly time accounting and meeting/activity artifacts (timecards, meeting agendas, sign-in sheets, professional learning calendar) to SDCOE Senior Program Business Specialist

SDCOE will undertake the following activities:

- Provide SCTG project updates to SCTG lead on an annual basis
- Provide overall management of the SCTG project to ensure objectives are met
- Provide training and coaching as requested/needed for SCTG related projects
- Facilitate a Community of Practice for consortium districts
- Work with evaluator on the collection, analysis, and assessment of data
- Submit required programmatic and fiscal reports to the U.S. Department of Education
- Work with evaluator on the collection, analysis, and assessment of data
- Submit required programmatic and fiscal reports to the U.S. Department of Education
- Collect monthly time reporting from subrecipient and maintain on file
- Provide stipends to support MTSS and PBIS implementation and participation in required SCTG activities.

Grant Award



US Department of Education
Washington, D.C. 20202

S184G190081 - 22

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME San Diego County Office of Education Student Services and Programs 6401 Linda Vista Road San Diego, CA 92111 - 7319	2	AWARD INFORMATION PR/AWARD NUMBER S184G190081 - 22 ACTION NUMBER 5 ACTION TYPE Continuation AWARD TYPE Discretionary (Research and Development)										
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Felicia Singleton (858) 569-5476 felicia.singleton@sdeoe.net EDUCATION PROGRAM CONTACT Spencer Mullen (703) 947-7469 spencer.mullen@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 obsded@serviceknowservices.com	4	PROJECT TITLE 84.184G This project will focus on school climate efforts while utilizing a Multi-Tiered System of Support framework for a consortium of districts in San Diego county.										
5	KEY PERSONNEL <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>NAME</u></th> <th style="text-align: left;"><u>TITLE</u></th> <th style="text-align: left;"><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Felicia Singleton</td> <td>Project Director</td> <td>10 %</td> </tr> </tbody> </table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Felicia Singleton	Project Director	10 %				
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Washington, D.C. 20202**

S184G190081 - 22

GRANT AWARD NOTIFICATION

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0203M	2022	2022	ES000000	B	GNA	GGG	184	4101C	\$750,000.00
10	<p>PR/AWARD NUMBER: S184G190081 - 22</p> <p>RECIPIENT NAME: San Diego County Office of Education Student Services and Programs</p> <p>GRANTEE NAME: SAN DIEGO COUNTY OFFICE OF EDUCATION 6401 LINDA VISTA RD, SAN DIEGO, CA 92111 - 7319</p> <p>PROGRAM INDIRECT COST TYPE: Unrestricted</p> <p>PROJECT INDIRECT COST RATE:</p> <p>TERMS AND CONDITIONS</p> <p>(1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:</p> <ol style="list-style-type: none"> 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a)) 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"). 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1) <p>(2) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:</p> <ol style="list-style-type: none"> 1) THE RECIPIENT'S APPLICATION (BLOCK 2); 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180, NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED. <p>THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:</p> <ol style="list-style-type: none"> 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM; 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT; 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT; 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION; 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.328 AND 200.329, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY; AND 								



US Department of Education
Washington, D.C. 20202

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GRANT AWARD NOTIFICATION

6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

- (3) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (4) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.



**US Department of Education
Washington, D.C. 20202**

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GRANT AWARD NOTIFICATION

Signature Not Verified
Digitally signed by Lisa Harrison
Date: Thu Sep 08 11:11:08 EDT 2022



AUTHORIZING OFFICIAL

DATE

Ver. 1

EXHIBIT 3
Compensation Schedule

Year 1	Timeline	
11/28/2022 – 6/30/23	12/15/2022 - 50% (\$8302)	
	3/15/2023 - 50% (\$8302)	
		22/23 Subtotal: \$16, 604.00
Year 2	Timeline	
07/1/2023 – 6/30/2024	8/30/2023 – 50% (\$10, 456)	
	1/31/2024 – 50% (\$10, 456)	
		23/24 Subtotal: \$20, 912.00
Maximum Total funding for two-year grant cycle: \$37,516		