

Public Schools Opioid Recovery Trust Grant Agreement

This Grant Agreement (“Agreement”) is entered into as of _____, between the Public Schools Opioid Recovery Trust (“Trust”) and _____ (“Grantee”).

The Trust provides grants to help support public school districts recover from the opioid epidemic and develop responses to enhance educating students harmed by the opioid epidemic. By students harmed by the opioid epidemic we primarily mean students born with neonatal opioid withdrawal symptoms, many of whom require special education supports, but we also include students who have suffered traumatic family loss and educational interruptions because of the opioid epidemic. These terms and conditions outline the requirements, responsibilities, and obligations of the grant recipient (hereinafter referred to as the “Grantee”).

1. Grant Amount and Disbursement

The Grantee, a public school district within the United States, upon execution and delivery of this Agreement to the Trust, shall receive a grant in the amount of _____ in the form of three yearly ACH installments, to be implemented during a three-year period. The Grantee shall notify the Trust immediately of any change in the Grantee’s status, personnel, or funding that may impair the ability of the Grantee to fulfill its obligations under this Agreement.

2. Responsibility of the Grantee as Project Lead District

The Grantee shall be responsible, as Project Lead District, for communicating the appropriate terms and conditions of the grant to any partners or district partner consortia members on the project. The Lead District must also carry out all the responsibilities of a pass-through entity, including, but not limited to, management and oversight of any partnering entity or consortia, as well as ensuring the appropriate record keeping, accounting and reporting under the terms of this contract.

3. Use and Expenditure of Grant Funds

The Grantee accepts responsibility for complying with this Agreement’s terms and conditions and will exercise control over the grant and the expenditure of grant funds. The funds provided may be spent only in accordance with the provisions of the Grantee’s funding proposal submitted to the Trust and the budget request included as part of the application and evaluation process that resulted in the award. The funds can neither supplant funding for legally mandated services, nor substitute for existing services. Funds from these grants must extend or expand existing services or introduce new services to students harmed by the opioid epidemic. Any changes to the project scope or budget, and in the purposes or use for which grant funds are spent, must be approved in advance and in writing by the Trust before implementation.

The Grantee shall not use any portion of the funds granted herein, or any income therefrom to influence in any nation or other political unit the outcome of any election for or against any candidate for public office, or to violate any U.S. law.

4. Reports to the Trust

The Grantee is responsible for the timely implementation of the project.

Starting with the Grantee's first fiscal year in which any portion of the grant funds is received and continuing until the grant funds are expended in full or the grant is otherwise terminated, the Grantee shall submit an Interim Report on the six-month anniversary of this Agreement and each six months thereafter until completion of the work in the grant. This report will include:

- a description of program activities that have taken place to date,
- a description of the progress that the Grantee has made toward achieving the purposes for which this grant was made,
- a detailed report on all expenditures made from the grant funds (including salaries, travel, and supplies) to date; and
- ongoing thoughtful analysis of challenges, opportunities and lessons learned during implementation of the grant.

Each such report shall be signed by an authorized officer, director, or trustee of the Grantee. The Grantee shall participate in a 30-minute follow up discussion of the Interim Report with the Trust at the end of each reporting period.

The Grantee also agrees to submit a Final Report within 60 days of completion of the work conducted under the grant. This report will include each of the components outlined for the Interim Report, but in addition contain:

- a discussion of the degree to which project objectives were achieved or fell short, and why,
- a description of any unanticipated effects of the project,
- a description of events that have had a significant effect on the project, and
- a final full financial accounting of the expenditure of the grant.

5. Recordkeeping, Accounting and Financial Reporting

So long as any portion of the grant funds remain unexpended, the Grantee shall continuously maintain the funds or assets granted hereunder in one or more separate funds or accounts on its books. No other funds shall be commingled in that account or accounts. Expenditures made in furtherance of the purposes of the grant may be charged against such account(s) and shall appear on those books. The Grantee shall keep records and receipts to substantiate such expenditures and shall make such books and records available to the Trust at reasonable times, as requested by the Trust. The Grantee shall keep copies of all books and records and all reports to the Trust for at least two years after completion of the use of the grant funds.

The Grantee shall make a quarterly financial report to the Trust, detailing all expenditure and remaining funds.

The Trust will have the authority to conduct an audit of the Grantee's books and records, and the Grantee shall cooperate fully with any such audit authorized or conducted by the Trust.

6. Evaluation, Monitoring and Sharing of Best Practices

The Grantee must cooperate with any evaluation activities conducted by the Trust or its designated evaluators. The Trust, moreover, reserves the right to request site visits to be carried out with reasonable notice. During an onsite visit, the Grantee will make available the individuals and partners most knowledgeable about the project and any information or documentation about the project required by the Trust.

During the period of the grant, the Grantee agrees to participate in two yearly virtual convenings hosted by the Trust to bring together Grantees with shared questions and objectives.

7. Sharing of Information, Publicity and Acknowledgement

The Grantee shall inform the Trust of any Freedom of Information Act requests in matters related to the Trust and provide the Trust with the Grantee's response to such requests.

The Grantee must acknowledge the Trust's support in all project-related publications, presentations and materials. The Trust reserves the right to use the Grantee's name, project title and description in its own publicity materials. The Grantee must seek approval from the Trust before issuing any press release related to the grant.

8. Intellectual Property

Any intellectual property resulting from the grant-funded project remains the property of the Grantee. The Trust retains a non-exclusive, royalty-free license to use, reproduce, and distribute any materials produced with grant funds for educational and promotional purposes.

9. Compliance with Laws and Governing Law

The Grantee must comply with all applicable federal, state, and local laws and regulations, and is responsible for obtaining all necessary permits, approvals, and consents required for the project.

This Agreement shall be construed in accordance with, and governed by, the laws of Washington, District of Columbia.

7. Termination and Reversion of Grant Funds

If progress is not adequate, the Trust staff will work with the Grantee to establish revised milestones. Failure to meet milestones and respond to the Trust requirements may result in the discontinuation of or a reduction in funding.

The Trust reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if the Trust, in its sole judgment, finds that:

- The Grantee has failed to make substantial progress in the completion of the project; or
- The Grantee has failed to comply with the terms and conditions of this Agreement; or
- Such a cancellation is necessary to comply with the requirements of law.

In the event of termination or cancellation, the Grantee must return all unspent funds within 30 days.

The Grantee will return to the Trust any unexpended funds at the close of the grant period

8. Indemnification

The Grantee agrees to defend and hold harmless the Trust and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.

10. Entire Agreement, Amendments and Waivers.

This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.

The Trust may amend this Agreement at any time. The Grantee will be notified of any changes in writing. Continued acceptance of grant funds constitutes agreement to any amended terms and conditions.

11. Counterparts

This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties, even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.

If this Agreement accurately sets forth the Grantee's understanding of the terms of this grant, please have the enclosed copy of this Agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to the Trust within two weeks of receipt of this Agreement.

Representative of the Grantee

On behalf of the Grantee, I understand and agree to the foregoing terms and conditions of the Public School Districts Opioid Recovery Trust grant program and hereby certify my authority to execute this Agreement on the Grantee's behalf.

By: _____

Name: _____

Title: _____

Date: _____

Representative of the Trust

By: _____

Name: _____

Title: _____

Date: _____

Please return signed contract to:

Andres A. Alonso
Special Trustee
Public School Districts Opioid Recovery Trust
info@schooldistrictopioidrecoverygrants.com