

STATE OF OREGON GRANT AGREEMENT

Grant No. [XXXXXX]

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education, Early Learning Division (“Agency”) and [Grantee Name] (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 417.723 and 417.795, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The grantee will establish an Early Learning Higher Education Consortium (Consortium). The purpose of the Early Learning Higher Education Consortia is to form collaborative partnerships in regions involving institutions of higher education, CCR&Rs and other early learning partners to expand and scale up support of Early Childhood Educators (ECEd) as they progress through higher education. This support should allow for seamless transitions while meeting the needs of the workforce for cohorts of Early Childhood Educators (ECEd) in obtaining portable, stackable and articulated higher education college credentials, certificates and degrees in Early Care and Education. The goals should allow the Consortium to accomplish the following:

- Develop and provide higher education pathways for Early Educators to obtain credits, certificates and degrees in Early Care and Education; and
- Support Early Educators in obtaining college credentials, certificates and degrees through cohorts, culturally and linguistically responsive practices, scholarships and other innovative strategies that are responsive to their needs.

This effort reflects the vision of Oregon’s Higher Education Coordinating Commission’s [Strategic Roadmap for Oregon Postsecondary Education and Workforce Training](https://www.oregon.gov/highered/policy-collaboration/Documents/Featured/Strategic-Roadmap-2021.pdf) (https://www.oregon.gov/highered/policy-collaboration/Documents/Featured/Strategic-Roadmap-2021.pdf), for “a future in which all Oregonians—and especially those whom our systems have underserved and marginalized—benefit from the transformational power of high-quality postsecondary education and training.” Emphasizing higher education reflects the recommendation in [Transforming the Workforce](https://nap.nationalacademies.org/read/19401/chapter/1) (NRC, 2017, https://nap.nationalacademies.org/read/19401/chapter/1.) The consortia reflect the recommendations for implementing NAEYC’s Standards and Competencies that state policies, “elevate professional preparation programs designated and accredited by the early childhood education profession as the core pathway”.

As Oregon continues to expand high-quality publicly funded preschool, we want to support pathways for qualified Early Educators and have opportunities for educational growth to support high-quality care. The

need to build the supply of high-quality child care for birth to five-year-old children and expand state-funded preschool programs and other high-quality learning environments is even more crucial now as many programs who closed during the pandemic are not re-opening. Recruitment of a highly qualified, diverse ECE workforce is a state priority and the consortium model is one of strategy that impacts recruitment, retention and high-quality care.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025 (“Expiration Date”).

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Faith Fitzgerald

700 Summer Street NE, Suite 350 Salem, OR 97301

Phone: 971-701-1063

Email: Faith.fitzgerald@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

[NAME]

[ADDRESS]

Phone: ###-###-####

[EMAIL]

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the Expiration Date (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$ [#####] (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its monies available through Agency’s Early Learning Account established in ORS 327.269 (“ELA Funds”) funding (“Funding Source”). The funds available under this Grant are subject to reduction for reasons that include those described in Exhibit A, Section IV, paragraph (e).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Agency will disburse Grant Funds to Grantee only for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement.

Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment.

Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a [insert type of entity:] duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially or adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Project.

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602, (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection

Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 646A.628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

10.4 Subgrants/Contracts. Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

10.5 Background Check. If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

11.1 Indemnity. Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

11.2 Defense. Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the

State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

11.3 Limitation. Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

12.1 Workers’ Compensation. If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Grantee must provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.

12.2 Private Insurance. If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

12.3 Public Body Insurance. If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and

exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option,

pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 Grantee Remedies. In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1** At Agency’s discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or

guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party’s Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed

becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 8, 9, 10, 11, 13, 14, 16, 17 and subsections 19.2, 19.5 and 19.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in

such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit D (Federal Terms and Conditions)
- Exhibit A (the “Project”)
- Exhibit C (Equity)
- Exhibit B (Insurance)
- Exhibit E (Federal Award Identification)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Lori Nordlien, Procurement Director

Date

[Grantee Name]

By: _____

Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: _____

Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

ELHEC is currently funded in two areas of the State by the Oregon Department of Education strategic investment funds with the purpose of advancing the education of the early learning workforce to support qualified individuals to meet the child care needs of communities through the state. Southern Oregon and Central Oregon, including 4 CCR&Rs, one university and 5 Community Colleges, were originally funded for one year, in 2014, by these State funds. The Consortium model was successful in retaining cohorts of college to career Early Educators through college, and supporting them in their goals to obtain Early Childhood Education (ECE) credentials, certificates and degrees. After state funding was no longer available, philanthropic organizations provided funding for the Consortium until 2020.

In [Raise Up Oregon](#) (Oregon Early Learning Council, 2019) the Early Learning Council’s statewide strategic plan, Objective 3 states “the early care and education workforce is diverse, culturally responsive, high quality and well compensated.” The strategies for this objective include building “pathways to credentials and degrees that recruit and retain a diverse early care and education workforce.” The Consortium model targets Early Educators furthest from opportunity who represent diverse ethnicity, race, languages, or are first generation college students. The Consortium creates portable, stackable and articulated pathways to college credentials, certificates and degrees that center on equity and are affordable, accessible and available to meet the needs of career to college Early Educators.

SECTION II. DEFINITION OF TERMS

“Child Care Resource and Referral Agency” (“CCR&R”) means an entity designated under ORS 329A.100 that provides local and statewide services including 1) guidance and referrals for parents seeking child care through referrals to 211info; 2) recruiting, training, and supporting EEs to remain in the profession and provide high-quality child care programs; 3) the collection of information about the local supply of child care; and 4) community collaboration with Early Learning System partners.

“Community of Practice” (“CoP”) means a group of people who share a common concern, a set of problems, goals, or an interest in a topic, and who come together to fulfill both individual and group goals.

“Consortium” means a partnership among entities working collaboratively towards a common goal or purpose. Partners agree upon contributions, which are based on their expertise as it relates to the goal or purpose, through a Memorandum of Understanding.

“Consortium Partners” means the entities working collaboratively towards a common goal or purpose, through a Memorandum of Understanding.

“Early Care and Education Workforce” means the professional field of individuals responsible for care, supervision, and guidance on a regular basis of a child, unaccompanied by a parent, legal guardian, or custodian, during a part of the 24 hours of the day, with or without compensation.

“Early Childhood Educator” (ECEd) means a child care provider who cares for young children needing child care as a family, friend, or neighbor or a license-exempt, regulated subsidy, registered family, certified family, or certified center provider.

“Early Childhood Education” (ECE) means relevant college course work in early childhood care and education that leads to an Associates, Bachelor’s or Master’s Degree.

“Early Learning System” means the network of services that support early care and education in Oregon.

“National Association for the Education of Young Children Competencies” (“NAEYC competencies”) means [Professional Standards and Competencies for Early Childhood Educators](#): Statement by key national organization describing core body of knowledge, skills, values, and dispositions early childhood educators must demonstrate to effectively promote the development, learning, and well-being of all young children.

“Professional Development” means a continuum of learning and support activities designed to prepare individuals for work with and on behalf of young children and their families. Professional Development encompasses education, training, and Technical Assistance.

“Technical Assistance” (“TA”) means targeted and individualized support by a professional(s) with specific knowledge and skills to develop or strengthen processes, application, or implementation of services for/by the TA recipients. TA may be delivered by an individual or a team, to one individual or a group. TA may be provided face-to-face, via distance methods, or a hybrid of the two. Typical forms of TA include coaching, mentoring, consultation, and professional development advising.

SECTION III. PROJECT ACTIVITIES

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

1. EQUITY.

Grantee must meet the Equity Objectives and complete the Equity Activities described in Exhibit C. Additional information is provided in the Agency’s Equity Guidance for Program 2021-23, Version 1 (together with any later version of the “Equity Guidance”) available at: <https://oregonearlylearning.com/wp-content/uploads/2021/05/2021-23-Equity-Guidance-final.docx>. Notwithstanding the due dates in the above link, the due dates identified in this Grant Agreement control.

2. PROGRAM STANDARDS

- a. **Background Checks.** The Agency conducts appropriate, legally permissible and mandated inquiries of state or provincial criminal history records on all prospective employees and volunteers who will have direct contact with children and/or access to data involving children, e.g., assessment staff, Home Visitors, supervisors and program managers. Grantee shall provide Agency with any information necessary to comply with this paragraph.

- b. Mandatory Reporting. All Grantee staff involved with the Project are mandatory reporters, and must report any suspected abuse or neglect of a minor, following their local policy and Oregon DHS direction:
http://www.oregon.gov/DHS/ABUSE/Pages/mandatory_report.aspx.

3. CONSORTIA SPECIFIC ACTIVITIES.

Grantee must:

- Develop and provide higher education pathways for Early Educators to obtain credits, certificates and degrees in Early Care and Education, expand efforts to recruit and support high school career technical education (CTE), community college and university students to pursue dual enrollment credits, certificates and degrees in early childhood education; and
- Support Early Educators in obtaining college credentials, certificates and degrees through cohorts, culturally and linguistically responsive practices, scholarships and other innovative strategies that are responsive to their needs.
- The work must incorporate the following areas of support and sub-categories within each area of support listed below from [NAEYC \(2019\)](#), pg.16-18:
- **Financial supports:** debt-free programs that address the comprehensive costs of attendance and that result in degree and certification completion debt free; and
 - **Make It Affordable and Accessible: Combining Debt-Free and Loan-Forgiveness Policies**
 - **Make It Bigger: Think Outside the Classroom**
- **Workplace supports:** flexible, work-friendly scheduling that builds on current work assignments; and
 - **Make It Possible: Reduce and Eliminate Non-Financial Barriers to Success**
 - **Make It Align with Our Realities: Count All Settings**
 - **Make It Feasible: Lessen the Time It Takes Educators to Reach Attainment**
- **Higher education supports:** career pathway and academic guidance; support for speakers of languages other than English and those developing their academic English skills; recognition of the needs of first-generation and non-traditional students; transitions to work and/or school after graduation.
 - **Make It More Efficient: Create Seamless, Articulated Teacher Preparation Pathways**
 - **Make It Real: Value Experience With College Credit**
 - **Make It Supportive: Use Cohort Models and Mentors**
 - **Make It Consistent: Streamline Accountability Systems**
 - **Make it Empower: Ensure Consortia partners support development of student leadership and advocacy.**

5. BUDGET DEVELOPMENT. Grantee must follow the guidance below in developing their budget.

- a. **Administrative Costs – Early Learning Account Funds.** Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the early learning account Grant Funds disbursed under this Grant, in an amount that does not exceed 15 percent. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Grants Management System.
- b. **Agency Approval.** Grantee must submit a budget for Agency approval within 30 days of the Execution Date, using the template provided by the Agency, for the period beginning July 1, 2023 through June 30, 2025 (which must include all funds supporting the Early Learning and Higher Education program). The budget must include the expenses of all subcontracted providers, and the budget must be approved by Agency before Agency will disburse Grant Funds.
- b. **Updates.** Upon request by Agency, Grantee must submit a budget update to the Agency by December 31, 2024 that includes a narrative explaining how Grantee plans to spend the remaining Grant Funds before the end of the biennium. If such a request is made, the Agency will provide a template for this narrative.

SECTION IV. BUDGET AND DISBURSEMENT

- a. Agency will disburse the Grant Funds, not to exceed the amounts described in the table below and for the uses described below, using the Agency designated Grants Management System, on a cost incurred basis upon monthly or quarterly receipt of Grantee’s request(s) for reimbursement. With each request for reimbursement, Grantee must submit an Agency provided expenditure report via Smartsheet (or such other method as may be provided by notice from Agency) to Agency’s Grant Manager identified in Section 4. The Agency’s Grant Manager will provide the Grantee with an agency specific link to Smartsheet reporting. Grantee must inform Agency within 14 days of the Effective Date of this Agreement, as to whether Grantee will submit its expenditure reports (and draw funds) each month or quarter.

Grant Funds	Activities for Fund Use	Period	Not-to-Exceed Amount
Planning Funds (ELA Funds)		7/1/2023 – 6/30/2024	TBD
Implementation Funds (ELA Funds)		7/1/2023 – 6/30/2025	TBD
Total Not-to-Exceed Amount		7/1/2023 – 6/30/2025	

- b. Payments will be made after the end of each calendar month or quarter on an expense reimbursement basis for expenses actually incurred during the prior month or quarter,

within the budget line items included in Grantee’s approved budget, for the delivery of services under this Grant.

- c. Grantee may, upon written notice to the Agency, move up to 10% of the funds in any one category of Grantee’s approved budget (Salary/Benefits, Materials & Supplies, Indirect/Administration) to any other budget category. Any other budget modifications are subject to and conditioned on Agency’s prior written approval.
- d. Payments under this Grant are further conditioned on (1) no default by Grantee under this agreement, (2) Grantee providing Agency with all service outcome data for the prior quarter in the form identified by Agency, and (3) Agency’s receipt and approval of Grantee’s expenditure report through Smartsheet.
- e. Agency will use expense request reports throughout the performance period to determine if the Grantee is on track to spend all other funds, if allocated, before June 30, 2025. If by June 30, 2024 the Grantee has not expended a minimum of 45% of the Grant Funds, Agency will further review to determine if an amendment to this Grant to reduce funding is necessary. If Agency determines an amendment to reduce funding is necessary, Grantee must execute the amendment. This allows the Agency time to reallocate any unspent funds.
- f. Agency will not reimburse Grantee for any travel expenses outside of the expenses outlined and approved within Grantee’s approved budget. Acceptable travel expenses include (but are not limited to): Staff professional development or committee meetings. Reimbursable travel expenses must not exceed the U.S. General Services Administration (“GSA”) rates published at the time of travel.
- g. Allowable costs must align with the two-year budget submitted to and approved by the Agency and activities described in Exhibit A “The Project”.
- h. Grant monitoring: Agency reserves the right to perform monitoring. Notification will be provided by Agency to Grantee prior to monitoring.

SECTION V. PROJECT EVALUATION AND REPORTING REQUIREMENTS

Grantee must submit the following items by the due dates listed in the table below:

Early Learning and Higher Education Implementation Reports	Outcomes	Due Dates
<p>1. MOUs:</p>	<p>Grantee must execute agreements that:</p> <ul style="list-style-type: none"> • establish roles, duties and timelines in the execution of the work. • establish articulated college pathways for non-traditional, under-represented, culturally and/or linguistically diverse Early Educators to obtain college credentials, certificates, and degrees in ways that meet their diverse needs including language, culture, location, and time. • establish annual and quarterly reporting and invoicing processes on activities to date, including data reflecting the demographics of those served. • establish communication protocols between Consortium Partners, Contractor, and Agency to help guide the agenda, goal setting, development, and expansion of strategies and problem-solving in the CoP meetings. 	<p>Submit to Agency, for approval, within 30 days of Execution Date.</p>
<p>2. Detailed Budget</p>	<p>Budget must be submitted by Grantee to Agency’s Grant Manager.</p>	<p>Submit to Agency within 30 days of Execution Date.</p>
<p>3. Expense Reports Timeline Determination</p>	<p>Grantee must inform Agency as to whether Grantee will submit its expenditure reports (and draw funds) each month or each quarter.</p>	<p>Submit to Agency within 14 days of the Effective Date.</p>
<p>4. Expense Reports</p>	<p>Expense report must be submitted by Grantee through Smartsheet.</p>	<p>Submitted to Agency within 45 days after the end of each quarter.</p>

<p>5. Quarterly Program Outcomes report</p>	<p>The Quarterly Program Outcomes report must be submitted by Grantee through SmartSheet before the final request for reimbursement will be approved.</p>	<p>Submit to Agency by the date listed below for the preceding period of time listed in parentheses:</p> <ul style="list-style-type: none"> • November 1, 2023 (July-Sept) • February 1, 2024 (Oct-Dec) • May 1, 2024 (Jan-March) • November, 1 2024 (April-June and July- Sept) • February 1, 2025 (Oct-Dec) • May 1, 2025 (Jan-March) • August 1, 2025 (April-June)
<p>6. Work Plan: With Consortium partners, develop a work plan for the period of execution through June 30, 2025.</p>	<p>See Exhibit D.</p>	<p>Submit to Agency within 30 days of Execution Date.</p>
<p>7. Baseline Data Report</p>	<p>Grantee must report, in the format of the grantee’s choosing that includes as much data as is available to them about the current state of their currently enrolled ECE students. Examples of data include demographic data including race, language, socioeconomic, first generation college student:</p> <ul style="list-style-type: none"> •Whether students are working or not and in what type of care; •number of courses that students take per term; and •success rate of students (for example, number of students that complete degrees and certifications, number of students that complete courses with a C or better, time to degree completion, etc.). 	<p>Submit to Agency within 60 days of Execution Date.</p>

<p>8. CoP Meetings</p>	<p>In partnership with Agency, Grantee must participate in and support a quarterly CoP by sharing and reflecting on progress, lessons learned, and build on successes with Consortium Partners and other consortia across the state.</p>	<p>Meetings shall be held in: October 2023 January 2024 April 2024 October 2024 January 2025 April 2025 Dates and times to be codetermined by the Agency and Grantee</p>
<p>9. Learning Dialogues</p>	<p>Grantee must hold sessions with the Agency lead staff to discuss reports and progress of work. Grantee Program Director or their designee is required to participate in learning dialogues with Agency Representative. Other Consortium Partners encouraged to attend.</p>	<p>Sessions shall be held in:</p> <ul style="list-style-type: none"> • November 2023 • February 2024 • May 2024 • November 2024 • February 2025 • May 2025 <p>Dates and times to be codetermined by the Agency and Grantee</p>
<p>10. Annual Meetings</p>	<p>Grantee must hold an annual meeting that will explore the state of the Grantee’s program, including but not limited to:</p> <ul style="list-style-type: none"> • dual language supports; • recruitment efforts that reflect the diversity of the potential student population; and • pathways to portable and stackable post-secondary education certificates, credentials, and degrees offered among Consortium Partners for participant cohort students enrolled in the Early Childhood Education (“ECE”) program. 	<p>Annual meeting times will be mutually agreed up on by the Agency and Grantee and be held in June 2024 and June 2025</p>

<p>11. Annual Reports</p>	<p>Grantee must provide quarterly course catalogues that show required classes are offered and scheduled at non-traditional times and locations.</p>	<p>July 1, 2024 and July 1, 2025</p>
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If the Performance Period begins prior to the Executed Date of this Grant, any reports for Project activities shown above as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee’s expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers’ compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:

Grantee’s first tier contractors and subgrantees, if any, shall comply with ORS 656.017 and shall provide workers’ compensation insurance coverage for workers, as defined in ORS 656.027, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee’s first tier contractors and subgrantees, if any, shall require and ensure that each of its subcontractors and subgrantees complies with these requirements. If Grantee’s first tier contractor or subgrantee, if any, is a subject employer, as defined in ORS 656.023, it shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Grantee’s first tier contractor or subgrantee, if any, is an employer subject to any other state’s workers’ compensation law, it shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors or subgrantees complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Grantee’s first tier contractors and subgrantees, if any, business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant by the Grantee’s first tier contractors and subgrantees, if any, as well as its subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee’s first tier contractors and subgrantees, if any, shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required **Not required**

Grantee’s first tier contractors and subgrantees, if any, shall provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its Business Associates, subgrantees, or subcontractor(s)) maintains, possesses, stores or has access to agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency data.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/ umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency's Grant Manager Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/ umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by

mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C EQUITY

All of ELD's work is in service to children, families and communities to support all of Oregon's young children and families to learn and thrive.

ELD knows that communities represent Oregon's best opportunity to improve educational outcomes. Strength-Based Approaches and Asset-Based Mindsets will support ELD's efforts to operationalize equity. ELD recognizes that in order for each and every child and family to learn and thrive, they must be provided with differentiated, person-centered resources and support.

ELD supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, cultures, and linguistic needs of diverse consumer and client populations and communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: structural, organizational, interpersonal, and individual.

Grantee must meet the equity objectives and complete the equity activities described below.

EQUITY OBJECTIVES

Grantee's entire organization must work to build a climate that promotes acceptance, inclusion, and respect of all individuals.

Grantee's staff must understand the communities they serve, in a non-static manner, including the communities' cultures, values, norms, histories, customs, and particularly the types of discrimination, marginalization, and exclusion they face in this country. Grantee must apply that knowledge to activities under this Grant in a responsive, non-limiting, and non-stereotyping manner.

Whenever possible, Grantee must interact with Program Participants according to their preferred language and cultural norms, including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs.

Grantee’s staff must engage in continuous learning about their own biases, assumptions, and stereotypes that limit their abilities to be culturally responsive, and to understand how these biases affect their work with Program Participants.

Grantee must use data concerning needs, demographics, and risks of the community, in accordance with ELD directives, to guide the determination of which populations to target and prioritize for program participation.

Grantee must ensure that its applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions, or privileges of employment, because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

Grantee must ensure that any subgrant, contract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation, or the terms, conditions, or privileges of employment, because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

Grantee is responsible for collecting and compiling data necessary to comply with the obligations imposed under this Grant.

EQUITY DELIVERABLES

Description	Deliverable	Due no later than
1. Complete equity survey administered by the Agency	Submit completed survey	30 days after the Execution Date
2. Identify at least one equity training of interest (four-hour minimum) and require all individuals who provide services to children or families under this Grant Agreement to complete the training	Submit proof in the form of training certificate or other documentation that all individuals who provide services to children or families under this Grant Agreement have completed at least one equity training of interest,	05/15/2024
3. Identify at least one individual who is responsible for Grantee’s equity reporting and data collection and require the identified individuals to complete 2023-25 equity orientation provided by the Agency	Submit proof of attending the orientation	04/15/2024

EXHIBIT D WORKPLAN