

STATE OF OREGON



COVER PAGE

OREGON DEPARTMENT OF EDUCATION

GROW YOUR OWN FUNDING

Request for Grant Applications (“RFA”)

ODE-1156-20

Date of Issue: September 18, 2020

Closing Date: October 19, 2020, 5:00 PM

Single Point of Contact (SPC): Holley Oglesby, Contracting Officer

Address: 255 Capitol Street NE, 4th Floor
City, State, Zip Salem, OR 97310
Phone (voice) 503-373-1707
E-mail: holley.oglesby@state.or.us

In compliance with the Americans with Disabilities Act of 1990, this RFA may be made available in alternate formats such as Braille, large print, audiotape, oral presentation, and computer disk. To request an alternate format, call the Oregon Department of Education, (503) 947-5600.

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION.....	3
1.1 PURPOSE	3
1.2 GRANT AMOUNT AND DURATION.....	3
1.3 ELIGIBILITY.....	3
1.4 SCHEDULE.....	4
1.5 SINGLE POINT OF CONTACT (SPC).....	4
SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE.....	4
2.1 AUTHORITY.....	4
2.2 DEFINITION OF TERMS.....	4
2.3 OVERVIEW.....	5
2.4 SCOPE OF ACTIVITIES.....	6
SECTION 3: REQUIREMENTS AND EVALUATION.....	6
3.1 MINIMUM APPLICATION REQUIREMENTS.....	6
3.2 GRANT PROCESS	6
3.3 APPLICATION CONTENT REQUIREMENTS	8
3.4 EVALUATION PROCESS.....	8
3.5 NEXT STEP DETERMINATION	11
3.6 RANKING OF APPLICANTS.....	12
SECTION 4: AWARD AND NEGOTIATION.....	12
4.1 AWARD NOTIFICATION PROCESS.....	12
4.2 SUCCESSFUL APPLICANT SUBMISSION REQUIREMENTS.....	12
4.3 GRANT NEGOTIATION.....	13
SECTION 5: ADDITIONAL INFORMATION.....	13
5.1 GOVERNING LAWS AND REGULATIONS	13
5.2 OWNERSHIP/ PERMISSION TO USE MATERIALS.....	14
5.3 CANCELLATION OF RFA; REJECTION OF APPLICATIONS; NO DAMAGES	14
5.4 COST OF SUBMITTING AN APPLICATION.....	14
SECTION 6: LIST OF ATTACHMENTS	14
ATTACHMENT A SAMPLE GRANT.....	14
ATTACHMENT B APPLICATION.....	14

SECTION 1: GENERAL INFORMATION

1.1 PURPOSE

The State of Oregon, acting by and through the Department of Education, (“Agency”), is issuing this Request for Grant Applications (“RFA”) with the Educator Advancement Council (“EAC”) to invest funds in Teacher Pathway Partnership programs that are modeled from Grow Your Own (“GYO”) initiatives as well as to encourage the growth and sustainability of GYOs across Oregon. The EAC aims to redefine current GYO teacher pathways with an explicit focus on retaining teachers from diverse populations in Oregon.

GYO in education refers to a program that encourages and supports the growth of teachers within local and state communities. These programs are intended to help recruit and retain teachers from diverse populations, as well as create conditions where the diversity of student demographics is reflected in the teachers in Oregon’s schools. GYOs emphasize equitable approaches and perspectives by encouraging community members to become teachers and to teach in their local communities. Currently, there are many existing teacher pathway programs who used GYO models to cultivate and encourage high school students as well as educational assistants to enter into teacher education programs. However, there are more opportunities to encourage GYO Teacher Pathway Partnerships to better reflect current student demographics in Oregon.

Additional details are included in the Scope of Activities section.

1.2 GRANT AMOUNT AND DURATION

Agency anticipates the award of multiple Grant Agreements (each a “Grant”) from this RFA.

There is a total of \$5,000,000 available to support Teacher Pathway Partnerships. Grants for existing Teacher Pathway Partnerships will be limited to not more than \$350,000 each, and grants for new Teacher Pathway Partnerships will be limited to not more than \$200,000 each.

The amount of each Grant will vary based on Applicant requests and Agency’s desire to fund multiple programs across Oregon, as well as the total Applicant pool. As such, Applicants are encouraged to submit budgets that are flexible and scalable. Agency, in its sole discretion, may offer more or less funding than requested.

The term of each Grant is anticipated to be 1 year (July 1, 2020 – June 30, 2021).

1.3 ELIGIBILITY

To be eligible for a Grant under this RFA, Applicants must demonstrate a Teacher Pathway Partnership between two or more entities to encourage the development and sustainability of teacher pathways. For example, a school district could partner with a community college or public university to offer an education course(s) that includes a curriculum focus with one or more of Agency’s Equity Initiatives. Another example could be planning a GYO program between multiple partners, such as an education service district and multiple school districts or high schools. Yet another example could involve existing teacher pathway programs working to eliminate institutional barriers to recruiting a more diverse population of teacher candidates. For-profit entities are not eligible for funding under this RFA.

1.4 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFA.

Event	Date	Time
Pre-Application Conference	September 25, 2020	9:00 – 10:00 AM
Questions/ Requests for Clarification Due	October 7, 2020	5:00 PM
Closing (Applications Due)	October 19, 2020	5:00 PM
Issuance of Award (approximate)	November 16, 2020	

1.5 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFA is identified on the Cover Page, along with the SPC’s contact information. Applicant must direct all communications related to any provision of the RFA, whether about the technical requirements of the RFA, Grant requirements, the RFA process, or any other provision only to the SPC.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY

Agency is issuing this RFA pursuant to its authority under ORS 327.254 and 342.940

2.2 DEFINITION OF TERMS

For the purposes of this RFA, capitalized words will be defined as follows:

- Addendum or Addenda: an addition to, deletion from, a material change in, or general interest explanation of this RFA.
- Applicant: an entity who submits an Application in response to this RFA.
- Application: a written response to this RFA.
- Closing: the date and time specified in this RFA as the deadline for submitting Applications.
- Equity Lens: a tool used to articulate Agency’s goals, and through which Agency will evaluate investments to ensure they align with the goal of an equitable educational system, and to create clear accountability structures to ensure Agency is actively making progress and correcting where there is not progress. The Equity Lens can be found online here: <https://www.oregon.gov/ode/students-and-family/equity/equityinitiatives/Documents/OregonEquityLens.pdf>
- Equity Initiatives: refers to the State’s legislative equity commitments implemented through Agency’s Equity Initiatives described online at:

<https://www.oregon.gov/ode/students-and-family/equity/equityinitiatives/Pages/default.aspx>

- Evaluation Committee: the group of people who will evaluate and score Applications submitted in response to this RFA.
- Geographic Diversity: refers to locations across the state in rural (population, housing, and territory not included within an urban area) areas or Applicants in partnership with the Burns Paiute of Harney County; Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians; Confederated Tribes of Grand Ronde; Confederated Tribes of Siletz; Confederated Tribes of the Umatilla Reservation; Confederated Tribes of Warm Springs; Cow Creek Band of Umpqua Indians; Coquille Indian Tribe; or Klamath Tribes.
- Grow Your Own (“GYO”): an initiative that aims to support local students, educator assistants, and community members from diverse populations who are interested in becoming a teacher, through high school, community college or university/college programs, to do so and then return to their community.
- K-12: refers to academic grade levels between kindergarten and twelfth grade.
- State: means the state of Oregon.
- Teacher Pathway Partnership: refers to an established relationship between two or more programs or a relationship between two or more programs in early planning stages or in development, which encourages the growth or recruitment of youth or adults to become teachers. Examples include: a teacher pathway program and school district; a school district and educational service district; a community college and a teacher pathway program, etc.

2.3 OVERVIEW

2.3.1 EDUCATOR ADVANCEMENT COUNCIL

The EAC is an innovative partnership aimed at helping Oregon achieve high-quality, well-supported and culturally-responsive teachers in every classroom.

Building upon the Governor’s Council on Educator Advancement recommendations, the Oregon Legislature created the EAC through the passage of Senate Bill 182 (2017), codified in part as ORS 342.940. The EAC will expand on Oregon’s current efforts to further support educators statewide.

2.3.2 BACKGROUND

Teacher recruitment, preparation, retention and advancement efforts are far from seamless. While stakeholders in Oregon refer to these components as a continuum in name, they are functionally siloed. While there are pockets of collaboration between educator preparation programs and K-12 systems, they are not widespread nor do they provide a path for dealing with inequality in a systematic fashion. The disconnection between these two systems perpetuates systemic injustice for diverse teachers and students in Oregon schools. Yet these systems provide the perfect opportunity and location to support deeper connections because they are the gateway to licensure and teacher supports.

2.3.3 GOALS

The EAC aims to develop a cohesive affirming environment across Oregon’s educator workforce continuum. In accordance with this aim and to establish equity sustaining pedagogical practices across the state, the EAC is investing in GYOs and Teacher Pathway Partnerships that encourage growth of a diverse group of teachers in Oregon.

2.4 SCOPE OF ACTIVITIES

There is no one-size-fit-all approach to this work. Successful Applicants must carry out the activities described in their respective Agency-approved Application. Successful Applicants will be expected to implement solutions to their identified problem(s). Successful Applicants will be required to evaluate their solutions utilizing a community-centered approach. All activities, progress, and evaluation data must be reported to Agency.

SECTION 3: REQUIREMENTS AND EVALUATION

3.1 MINIMUM APPLICATION REQUIREMENTS

3.1.1 Application Format and Quantity

Applications should follow the format and reference the sections listed in the Application Content Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Applications must describe in detail how requirements of this RFA will be met and may provide additional related information.

Applicant must submit one electronic copy of its Application.

3.2 GRANT PROCESS

3.2.1 Public Notice

The RFA, including all Addenda and attachments, is published in the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. RFA documents will not be mailed to prospective Applicants.

Agency will advertise all Addenda on ORPIN. Prospective Applicants are solely responsible for checking ORPIN to determine whether any Addenda have been issued. Addenda are incorporated into the RFA by this reference.

3.2.2 Questions/ Requests for Clarification

All inquiries, whether relating to the RFA process, administration, deadline, or method of award, or to the intent or technical aspects of the RFA must:

- Be emailed to the SPC;
- Reference the RFA number;
- Identify Applicant’s name and contact information;
- Refer to the specific area of the RFA being questioned (e.g., page, section, paragraph number, etc.); and
- Be received by the due date and time for Questions/ Requests for Clarification identified in the Schedule.

3.2.3 Pre-Application Conference

A pre-Application conference will be held at the date and time listed in the Schedule. Prospective Applicants’ participation in this conference is highly encouraged but not mandatory.

The purpose of the pre-Application conference is to:

- Provide additional description of the project;
- Explain the RFA process; and
- Answer any questions Applicants may have related to the project or the process.

Statements made at the pre-Application conference are not binding upon Agency. Applicants may be asked to submit questions in writing.

3.2.4 Application Submission

Applicant is solely responsible for ensuring its Application is received by the SPC in accordance with the RFA requirements before Closing. Agency is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Applications submitted by any means not authorized may be rejected. The following submission option(s) is permitted for this RFA:

Secure File Transfer. An electronic version of the complete Application must be submitted to the SPC using the secure file transfer system available on Agency’s district website: <https://district.ode.state.or.us/apps/xfers/>.

Follow the instructions provided on the secure file transfer website. Multiple files must be compressed (zipped) into a single folder for submission. Only complete Applications submitted by Closing will be scored. Contact Agency’s helpdesk at 503-947-5715 if you need assistance with the secure file transfer process.

3.2.5 Modification or Withdrawal of Applications

Any Applicant who wishes to modify or withdraw an Application already received by Agency must do so prior to Closing. Applicant must submit its modification or request to withdraw to the SPC using one of the manners listed in the Application Submission section. Modifications must denote the specific change(s) to the Application submission. All requests must reference the RFA number.

3.2.6 Application Due Date

Applications and all required submittal items must be received by the SPC on or before Closing. Applications received after Closing will not be accepted. All Application modifications or withdrawals must be completed prior to Closing.

Applications received after Closing are considered LATE and will NOT be accepted for evaluation. Late Applications will be returned to the respective Applicant or destroyed.

3.2.7 Application Rejection

Agency may reject an Application for any reason, including the following:

- Applicant fails to substantially comply with all prescribed RFA procedures and requirements;
- Applicant makes any contact regarding this RFA with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC;
- Applicant attempts to inappropriately influence a member of the Evaluation Committee; or
- Application is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFA or Addenda.

3.3 APPLICATION CONTENT REQUIREMENTS

Application must address all requirements set forth in this RFA. Applicant must describe how activities will be completed. An Application that merely offers to fulfill the project will be considered non-responsive to this RFA and will not be considered further.

3.3.1 Certification and Application

Applicant must complete and submit the Certification and Application provided in Attachment B. Applicants should use definitive verbs in their Application to describe what Applicant "will" do rather than aspirational verbs such as "hopes", "expects", "intends", "plans", or similar verbs that do not express a firm commitment to undertake a specific action.

3.3.2 Public Record

All Applications are public record and are subject to public inspection after Agency issues the award.

3.4 EVALUATION PROCESS

3.4.1 Responsiveness Determination

Applications received prior to Closing will be reviewed for responsiveness to all RFA requirements. If the Application is unclear, the SPC may request clarification from Applicant. However, clarifications may not be used to rehabilitate a non-responsive Application. If the

SPC finds the Application non-responsive, the Application may be rejected, however, Agency may waive minor mistakes in its sole discretion.

3.4.2 Evaluation Criteria

Applications meeting the requirements outlined in the Application Content Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign points for each evaluation criterion as listed below.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Applications. A response to a clarification request must be to clarify or explain portions of the already submitted Application and may not contain new information not included in the original Application.

EVALUATION CRITERIA	DOES NOT MEET	MEETS	POINTS POSSIBLE
<p>Evaluation Item 1: Problem Statement</p> <ul style="list-style-type: none"> To what extent does Applicant’s proposed project align with Agency’s Equity Lens and Equity Initiatives and goals to diversify teacher pathways in Oregon? 	<p>Problem statement is unclear;</p> <p>Does not relate Agency’s Equity Lens and Equity Initiatives to problem statement.</p>	<p>Response includes a clear, articulate problem that is specific to Applicant’s program or need;</p> <p>Demonstrates an awareness of Agency’s Equity Lens and Equity Initiatives by clearly relating these to the problem statement;</p> <p>Includes a clear and detailed explanation that relates the problem statement to diversifying Oregon’s teacher pathways.</p>	5
<ul style="list-style-type: none"> Does Applicant’s proposed project incorporate Geographic Diversity (not required)? 	<p>Application does not incorporate Geographic Diversity.</p>	<p>Application incorporates Geographic Diversity.</p>	5
<p>Evaluation Item 2: Proposed Solution(s)</p> <ul style="list-style-type: none"> To what extent does Applicant’s solution 	<p>Does not include the required elements or provide an explanation of how these are tied to the proposed solution.</p>	<p>Response provides detailed proposed solution;</p> <p>Incorporates the required elements and identifies how these are</p>	10

EVALUATION CRITERIA	DOES NOT MEET	MEETS	POINTS POSSIBLE
<p>incorporate the following elements:</p> <ul style="list-style-type: none"> • Alignment with Agency’s Equity Initiatives • Awareness of student and community strengths and how to leverage these strengths in the proposed solution (asset-based as opposed to deficit-based understanding) • Elimination of institutional barriers for diverse educators 		<p>explicitly tied to proposed solution.</p>	
<p>Evaluation Item 3: Budget</p> <ul style="list-style-type: none"> • To what extent is the budget flexible and reasonable for implementation of Applicant’s solution? 	<p>Does not provide a detailed budget;</p> <p>Budget exceeds stated limits.</p>	<p>Provides a detailed budget and describes how the funding will implement the proposed solution.</p>	<p>5</p>
<p>Evaluation Item 4: Sustainability</p> <ul style="list-style-type: none"> • To what extent is Applicant’s solution(s) sustainable to maintain, either short- or long-term, and will the solution promote systemic change to diversify Oregon’s teacher workforce? • To what extent does the solution(s) create 	<p>Explanation is unclear or does not provide details about how the proposed solution promotes systemic change to diversify Oregon’s teacher workforce;</p> <p>Does not include or provides only a limited explanation about how the proposed solution creates or sustains systems of support for diverse students in</p>	<p>Includes a detailed explanation of how the proposed solution is short or long term;</p> <p>Describes how the proposed solution can promote systemic change to diversify Oregon’s teacher workforce;</p> <p>Provides a detailed explanation of how the proposed solution will create or sustain systems of support for diverse</p>	<p>5</p>

EVALUATION CRITERIA	DOES NOT MEET	MEETS	POINTS POSSIBLE
or sustain Teacher Pathway Partnerships to ensure systems of support for diverse students in teacher pathway programs?	teacher pathway programs.	students in teacher pathway programs.	
<p>Evaluation Item 5: Legislative Commitments</p> <ul style="list-style-type: none"> To what extent does Applicant’s solution operationalize Agency’s Equity Initiatives listed in the Application (Attachment B)? 	<p>Does not include or is unclear about how the proposed solution aligns with at least one of Agency’s Equity Initiatives;</p> <p>Lacks explanation or does not provide details about how the proposed solution will implement at least one of Agency’s Equity Initiatives.</p>	<p>Describes at least one of Agency’s Equity Initiatives and how it is aligned with the proposed solution;</p> <p>Describes how Agency’s Equity Initiative(s) will be implemented.</p>	10
<p>Evaluation Item 6: Evaluation</p> <ul style="list-style-type: none"> To what degree will Applicant’s evaluation methodology provide for a meaningful assessment of Applicant’s solution? 	<p>Methodology or evaluation process is unclear or is limited.</p>	<p>Provides a detailed evaluation methodology that assesses the proposed solution at various phases of its implementation;</p> <p>Explains how data will be collected to assess proposed solution and used to make meaningful and evaluative assessments of the proposed solution.</p>	5
			45

3.5 NEXT STEP DETERMINATION

Agency may conduct additional rounds of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Establishing a competitive range based on rank order or need for Geographic Diversity
- Presentations/ demonstrations/ additional submittal items
- Interviews
- Opportunities to augment Applications that were not selected for award (based on available funding and Applicant’s ability to provide additional detail about innovative ideas aligned with the Agency’s Equity Initiatives)

If Agency elects to conduct additional round(s), Agency will provide written notice to all Applicants describing the next step. At any time, Agency may dispense with the selected additional round and: (1) issue an award to the highest ranking Applicant; (2) elect to conduct an alternative round of competition; or (3) cancel the RFA.

3.6 RANKING OF APPLICANTS

The SPC will total the points for each Application. SPC will determine rank order for each respective Application, with the highest point total receiving the highest rank, and successive rank order determined by the next highest point total.

SECTION 4: AWARD AND NEGOTIATION

4.1 AWARD NOTIFICATION PROCESS

4.1.1 Award Consideration

Agency, if it awards a Grant, will award a Grant to the highest ranking Applicant(s) based upon the scoring methodology and process described in the Requirements and Evaluation section. Agency will continue award Grants following the rank order. In the event of a tie where Agency cannot fund all equally scoring Applicants, Agency will prioritize Applications that scored higher in evaluation items number 5, then 2, then 6. Agency may award less than the full scope described in this RFA.

AGENCY RESERVES THE RIGHT TO NOT SELECT ANY OR ALL APPLICANTS UNDER THIS RFA IF AGENCY DETERMINES IN ITS SOLE DISCRETION THAT A SELECTION SHOULD NOT BE MADE.

4.1.2 Notice of Award

Agency will notify all Applicants in writing that Agency is awarding a Grant to the selected Applicant(s) subject to successful negotiation of any negotiable provisions.

4.2 SUCCESSFUL APPLICANT SUBMISSION REQUIREMENTS

4.2.1 Insurance

Prior to execution of a Grant, the apparent successful Applicant must secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in the RFA or as otherwise negotiated.

Failure to demonstrate coverage may result in Agency terminating negotiations and commencing negotiations with the next highest ranking Applicant. Applicant is encouraged to consult its insurance agent about the insurance requirements contained in Insurance Requirements (Exhibit B of Attachment A) prior to Application submission.

4.2.2 Taxpayer Identification Number

The apparent successful Applicant must provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed [W-9 form](#). Agency will not disburse any Grant funds until Agency has a properly completed W-9.

4.2.3 Business Registry

If selected for award, Applicant must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Grant. The selected Applicant must submit a current Oregon Secretary of State Business Registry number or an explanation if not applicable.

All corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules: <http://www.filinginoregon.com/index.htm>.

4.3 GRANT NEGOTIATION

4.3.1 Negotiation

By submitting an Application, Applicant agrees to comply with the requirements of the RFA, including the terms and conditions of the Sample Grant (Attachment A), with the exception of those terms reserved for negotiation. Applicant must review the attached Sample Grant and note exceptions. Unless Applicant notes exceptions in its Application, Agency intends to enter into a Grant with the successful Applicant substantially in the form set forth in the Sample Grant. It may be possible to negotiate some provisions of the final Grant; however, many provisions cannot be changed. Applicant is cautioned that Agency believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, Agency may consider the scope of requested exceptions in the evaluation of Applications.

Any Application that is conditioned upon Agency's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

In the event the parties have not reached mutually agreeable terms within 10 calendar days, Agency may terminate negotiations and commence negotiations with the next highest-ranking Applicant.

SECTION 5: ADDITIONAL INFORMATION

5.1 GOVERNING LAWS AND REGULATIONS

This RFA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFA, evaluation and award is the Circuit Court of Marion County for the

State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall 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.

5.2 OWNERSHIP/ PERMISSION TO USE MATERIALS

All Applications submitted in response to this RFA become the property of Agency. By submitting an Application in response to this RFA, Applicant grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Application solely for the purpose of evaluating the Application, negotiating a Grant, if awarded to Applicant, or as otherwise needed to administer the RFA process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

5.3 CANCELLATION OF RFA; REJECTION OF APPLICATIONS; NO DAMAGES

Agency may reject any or all Applications in whole or in part, or may cancel this RFA at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor Agency is liable to any Applicant for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFA, award, or rejection of any Application.

5.4 COST OF SUBMITTING AN APPLICATION

Applicant must pay all the costs in submitting its Application, including, but not limited to, the costs to prepare and submit the Application, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

SECTION 6: LIST OF ATTACHMENTS

ATTACHMENT A SAMPLE GRANT

ATTACHMENT B APPLICATION

STATE OF OREGON GRANT AGREEMENT

Grant No. [XXXXX]

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

SECTION 1: AUTHORITY

Pursuant to ORS 327.254 and 342.940, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to support [the development of] Grantee’s Teacher Pathway Partnership.

Commented [1]: adjust based on application (some will be new, some will be existing)

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Daniel Ramirez
255 Capitol Street NE, 4th Floor
Phone: 503-947-5837
daniel.l.ramirez@state.or.us

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 in 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 set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$[XXXXX] (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Statewide Education Initiatives Account (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to 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 only disburse Grant Funds to Grantee 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: school district, education service district, non-profit entity, university, unit of local government, etc.] 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 (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) 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 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:

“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(12), (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 Information Protection Act, ORS 646A.600-628. 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.600-628, (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 is 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 direct 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 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.
- 12.2 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: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) 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 11, 13, 14, 16, 17 and subsection 19.5 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 A (the "Project")
 - Exhibit B (Insurance)
- 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. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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: _____
Holley Oglesby, Contracting Officer

Date

[Grantee Name]

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

ODE GRANT # [XXXXX] - *Grow Your Own*

Approved for Legal Sufficiency in accordance with ORS 291.047

By: _____ Date _____
[Name, Title]

SAMPLE

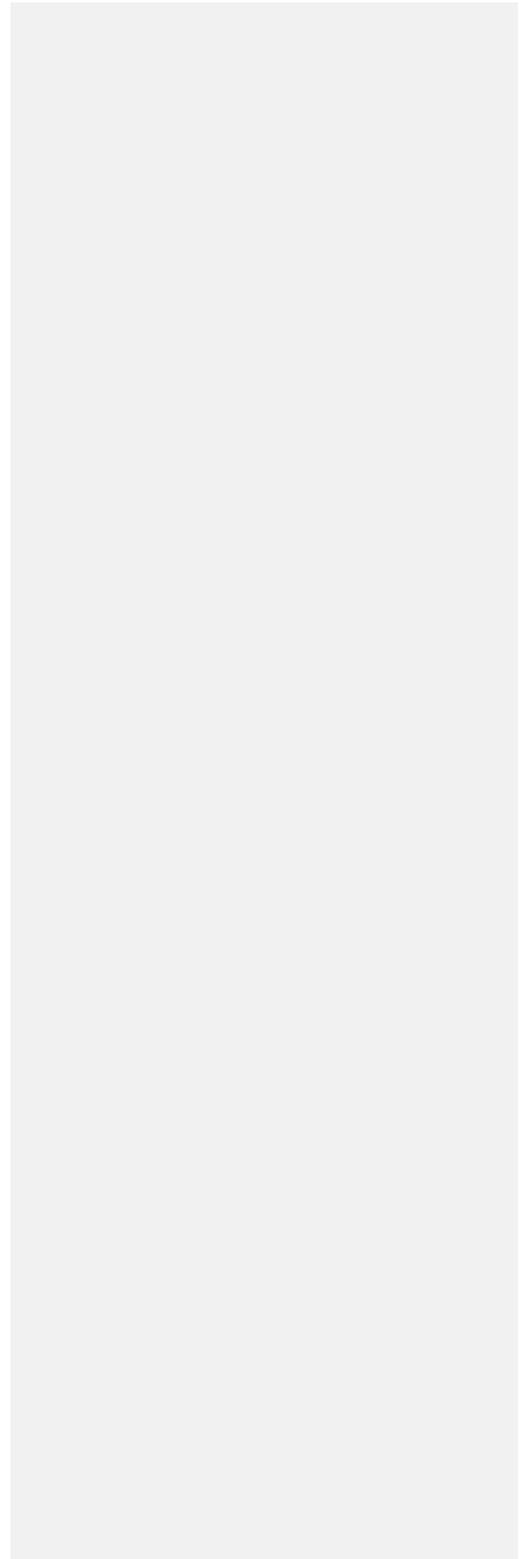


EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

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

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 5% or \$500,000 annually, whichever is less. 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 Electronic Grants Management System ("EGMS").

Budget Adjustments. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Project budget included in this Exhibit A (the "Budget") by up to and including 25% without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item in the Budget by more than 25% with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant. Indirect/ administrative costs must be charged as described in this Exhibit A, if applicable, regardless of any adjustments to the Budget. Any adjustments that result in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

SECTION III. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the "Content"), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, "Mandatory Standard"):

ODE GRANT # [XXXXX] – Grow Your Own

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to: https://www.webaccessibility.com/best_practices.php
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: https://www.webaccessibility.com/best_practices.php?technology_platform_id=215

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the web or application to validate the Content meets the Mandatory Standards, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A 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.

SECTION V. DISBURSEMENT PROVISIONS

[OPTION 1 – paid through EGMS.]

Agency will disburse the Grant Funds using EGMS, on a cost incurred quarterly basis upon receipt of Grantee’s request(s) for disbursement.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency’s Grant Manager identified in Section 4.

[OPTION 2 – paid through Accounting.]

ODE GRANT #[XXXXX] – Grow Your Own

Agency will disburse the Grant Funds upon receipt and approval of Grantee’s request for disbursement.

To be processed for payment, Grantee’s request must include the following minimal information:

- Request date;
- Period covered by request;
- Agency’s Grant number;
- Amount being requested; and
- A description of the Project activities completed during the request period.

Grantee must send its requests for disbursement via email to Agency’s Grant Manager identified in Section 4.

Upon receipt of Grantee’s request for disbursement, Agency will provide an initial disbursement of Grant Funds in the amount of \$[XXXXX]. Grantee must submit a report detailing the expenditure of this initial disbursement when it submits its first quarterly request for disbursement. All subsequent disbursements will be only for reimbursement of moneys expended or contractually committed by Grantee for the Project.

SAMPLE

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

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall 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 shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall 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 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 subgrantees, contractors, and subcontractors 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 Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Automobile liability insurance covering Grantee's 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

Commented ["2]: adjust based on application

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

Required Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$1,000,000.

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

ODE GRANT # [XXXXX] – Grow Your Own

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 a 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.

ATTACHMENT B CERTIFICATION AND APPLICATION

CERTIFICATION

Applicant Name: _____	Entity Type: _____
Address: _____	City, State, Zip: _____
Contact Name: _____	Telephone: _____ Email: _____

Any individual signing below hereby certifies they are an authorized representative of Applicant and that:

1. Applicant understands and accepts the requirements of this RFA. By submitting an Application, Applicant agrees to be bound by the Grant terms and conditions in Attachment A and as modified by any Addenda.
2. Applicant acknowledges receipt of any and all Addenda to this RFA.
3. If awarded a Grant, Applicant agrees to perform the activities and meet requirements set forth in the final negotiated Grant.
4. Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant’s status regarding conflict of interest, Applicant shall promptly notify the State in writing.
5. Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Certification and Application are truthful, accurate, and complete and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
6. Proposer understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under a Grant being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
7. Applicant acknowledges these certifications are in addition to any certifications required in the Grant at the time of Grant execution.

Authorized Signature

Date

Printed Name

Title

APPLICATION

1. **Partnerships** – Choose (A) or (B) to describe your Teacher Pathway Partnership status:
 - (A) Is this funding request to support an existing Teacher Pathway Partnership? If so, please name the program and all affiliated partnerships.

 - (B) Is the funding request to develop a Teacher Pathway Partnership? If so, please name the program and all affiliated partnerships.

2. **Problem Statement (150 word limit)** – Discuss the problem you will use grant funding to address:
 - (A) What is the problem you are trying to solve?
 - (B) Provide background, goals, and specific activities to be accomplished.
 - (C) How will this initiative align with [Agency's Equity Lens](#) and [Equity Initiatives](#) and goals to diversify teacher pathways in Oregon? Specifically address diverse demographics that your program currently focuses on or will focus on.
 - (D) If applicable, describe relevant Geographic Diversity characteristics, such as location of program/institution/Partnership in rural Oregon and/or in Partnership with a Tribe(s).

3. **Proposed Solution(s) (400 word limit)** – Provide a description of the solution that includes all of the following elements:
 - (A) Alignment with [Agency's Equity Lens](#) and [Equity Initiatives](#);
 - (B) An explanation of Applicant's awareness of student and community strengths and how Applicant will leverage these strengths in the proposed solution (asset-based as opposed to deficit-based understanding); and
 - (C) A description of how the solution eliminates institutional barriers for diverse teachers.

4. **Budget (350 word limit for narrative)** – Submit a line item budget and explanation of how grant funds will be used to directly impact/ affect the proposed solution(s). Describe the roles and responsibilities for any staff funded through this RFA.

The amount of each Grant will vary based on Applicant requests as well as the total Applicant pool. The amount of funding offered is in the sole discretion of the Agency and could be either more or less than requested. As such, Applicants are encouraged to submit budgets that are flexible and scalable. Emerging and developing Teacher Pathway Partnerships, Grants cannot exceed \$200,000, existing Teacher Pathway Partnerships, Grants cannot exceed \$350,000. Do not submit budgets that exceed these limits.

Pursuant to OAR 581-014-0004, a Grant recipient may use funds for administrative costs, including indirect costs, directly related to allowed expenditures as provided in the Grant. Administrative costs are limited to five

percent of the total expenditures or \$500,000 annually, whichever is less. Any administrative costs incurred by a participating charter school must be accounted for within the sponsoring school district’s overall limit of five percent or \$500,000, whichever is less. Include any planned administrative costs in the line item budget.

If Applicant will be using an external fiscal agent, identify the parties involved and describe their roles.

Sample format:

Item	Description	Amount	Schedule
Personnel	1 FTE who will be responsible for XXXXX	\$XXXXX	1/1/2021 – 6/30/2021
Supplies			
Administrative Costs			

Budget narrative (additional explanation, if needed (350 word limit)):

5. Sustainability (350 word limit) – Solutions can be small changes that can grow and become sustainable over time. Explain how the solution(s) is sustainable to maintain, either for a short- or long-term duration. Provide an overview of how the solution(s) will promote systemic equity focused changes to diversify teacher pathways.

6. Legislative Commitments (500 word limit) – Grant funding is explicitly tied to the State’s adoption of Agency’s [Equity Initiatives](#). In what ways, and to what extent will the hyperlinked initiatives listed below be included? *Not all are required, however please specify which one(s) will be applied and embedded in your solution and why.*

- [American Indian/ Alaska Native Education & Tribal History/ Shared History \(ORS 329.843\)](#)
- [Black/ African American Student Education \(ORS 329.841\)](#)
- [Emerging Bilinguals \(English Learners\) \(ORS 336.079\)](#)
- [Ethnic Studies Standards \(Chapter 501, Oregon Laws 2017\)](#)
- [LatinX Student Education \(ORS 329.845\)](#)
- [Holocaust and Genocide Curriculum, \(ORS. 329.494\)](#)

7. Evaluation (350 word limit): Agency believes in an ongoing, iterative approach to track, evaluate, or change when implementing the proposed plan and desired goals/ outcomes. Therefore, any evaluation method you choose needs to build in structures that explicitly document what was tried, what worked/did not work, for whom, and under what conditions. Evaluations must also include a community-centered approach, specifically incorporating an iterative, ongoing, and meaningful participation from the community as part of the process.

To monitor progress and make adjustments as needed, describe how Applicant’s evaluation methodology will provide for a meaningful assessment of the proposed solution. Agency requires all Applications to clearly describe an iterative evaluation process for Applicant’s solution