

## STATE OF OREGON



### COVER PAGE

**OREGON DEPARTMENT OF EDUCATION** Office  
of Teaching, Learning and Assessment

## **REGIONAL GRANTS FOR EQUITY-BASED DIGITAL LEARNING CADRES (OREGON EDTECH CADRE) – 2<sup>nd</sup> Round**

Request For Grant Applications (RFA)

### **RFA #ODE – 2024 OTLA\_OREGON EDTECH CADRE 2**

Date of Issue: May 6, 2024

**Closing Date: May 21, 2024 3:00 PM**

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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.

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## SECTION 1: GENERAL INFORMATION

### 1.1 INTRODUCTION

The State of Oregon, acting by and through the Department of Education (“Agency”), is issuing this Request for Grant Applications (“RFA”) to identify qualified applicants and fund regional grants for Equity-Based digital learning cadres. These one-time grants of up to \$15,000 support Educator professional learning in the areas of digital learning and digital literacy with the goal of professional learning that extends beyond a one-time conference or event.

Grants funds can be used to either 1) create a regional education technology cadre with professional learning and collaboration opportunities for educators, or 2) build on an existing regional educational technology cadre in order to extend professional learning and collaboration opportunities for educators.

Additional details are included in the Overview and Scope of Activities sections.

Agency anticipates the award of up to 4 Grant Agreements (“Grants”) from this RFA. The initial term of each Grant is anticipated to be two (2) years.

### 1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

Event	Date	Time
Questions/Answers Session (online)	May 9, 2024	2:30-3:30 PM
Questions/Answers Session (online)	May 15, 2024	11:00AM-12:00 PM
Final Questions/ Requests for Clarification Due	May 10, 2024	3:00 PM
Closing (Applications Due)	May 21, 2024	3:00 PM
Issuance of Notice of Intent to Award ( approximate )	June 4, 2024	
Grants fully executed ( approximate )	By June 14, 2025	

### 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFA is identified on the Cover Page, along with the SPC’s contact information. Applicant shall direct all communications related to any provision of the RFA, whether about the technical requirements of the RFA, contractual 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 ORS 336.851.

### 2.2 DEFINITION OF TERMS

For the purposes of this RFA, capitalized words will refer to the following definitions.

#### 2.2.1 General Definitions

Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110 and ORS 581-012-0001.

#### 2.2.2 Project Specific Definitions

**Culturally Responsive:** the implicit use of the cultural knowledge, prior experiences, frames of reference, and performance styles of diverse students to make learning more appropriate and effective for them.

**Education Service District:** a regional education unit which provides the various counties' school districts with a wide array of educational programs and services, many of which are too costly or limited in demand for a single school district.

**Equity Lens or Equity-Based:** the commitment and principles described in OAR 581-018-0010 that to articulate Agency's goals, and through with Agency will evaluate investments to ensure they align with the same 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.

**Oregon Digital Learning:** As described in ORS 336.851, the purposes of Oregon Digital Learning are 1) to provide online courses to kindergarten through grade 12 public school students, and 2) professional development related to online learning to kindergarten through grade 12 public school teachers.

**Oregon Digital Literacy:** Digital literacy refers to students' ability to have a deep understanding of how to navigate and evaluate information outside of print media, how to communicate effectively using digital tools, how to use technology in a responsible and ethical way, and how to read for meaning on digital devices (Ziemke and Muharis, 2020).

### 2.3 OVERVIEW

The original Oregon EdTech Cadre began in 2001 with the federal Marco Polo Grant which grew into an event that occurred three times a year to provide professional development for technology coaches, technology directors and other roles at the intersection of technology and instruction. As part of this work, the Agency served on the EdTech Cadre Leadership Team with other Educators from around the state who supported the design and facilitation of the professional development offerings.

While the EdTech Cadre was seen as a positive learning experience by experience by participant Educators, the COVID-19 pandemic forced the EdTech Cadre to halt their work and since then has been difficult to gain back momentum.

By providing grants opportunities for school districts within Education Service District service areas, the Agency will focus on building or continuing work of previously developed EdTech Cadres and provide professional development opportunities for Educators in the areas of educational technology, digital learning, and digital literacy.

## 2.4 SCOPE OF PROJECT

### 2.4.1 Successful Grantee shall:

2.4.1.1 Provide professional development in digital learning and digital literacy to Educators (which may include but should not be solely limited to providing technical assistance and technology tools to school district Educators, technology coaches, technology directors, and other staff involved in technology instruction. )

2.4.1.2 Provide sustained professional learning opportunities in addition to one-time events, conferences, and workshops.

### 2.4.2 Application must show:

2.4.2.1 How professional development will increase Educator's and other technology staff sense of belonging within educational technology and self-efficacy in implementing strategies and approaches to digital learning

2.4.2.2 How projects and activities support equity-based systemic change in alignment with Agency's Equity-Based initiatives?

2.4.2.3 How projects and activities align with Agency's Key Components of Digital Learning.

2.4.2.4 How projects and activities are responsive to the needs of Educators in the region and demonstrating Educator engagement.

2.4.2.5 Budget that is aligned with grant requirements and identified activities.

2.4.2.6 Budget line items align with the perceived time and effort of the grant requirements.

2.4.2.7 Performance metrics that not only show outputs but outcomes (e.g., not only number of participants, but learning is implemented).

### 2.4.3 Metrics.

2.4.3.1 Increase access: Increase the number of educators participating in professional development related to Digital Learning and Digital Literacy.

2.4.3.2 Strengthen sense of belonging and self-efficacy of educators:

2.4.3.3 Align projects with Agency's education and equity stance and Oregon's Education Equity Leans

2.4.3.4 Align key components of Digital Learning with Agency's Key Components of Digital Learning.

2.4.3.5 Projects are responsive to regional needs.

### 2.4.4 Allowable Costs.

Grant funds may be used for staffing, travel, event materials and planning, training providers, information technology coaching, or other costs required to provide professional development.

## **SECTION 3: PROCUREMENT REQUIREMENTS AND EVALUATION**

### **3.1 MINIMUM APPLICANT REQUIREMENTS**

3.1.1 School district, public charter school, Education Service District.

### **3.2 MINIMUM SUBMISSION REQUIREMENTS**

#### **3.2.1 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.

An Applicant shall submit one electronic copy of its Application as described in Section 3.3.4.

#### **3.2.2 Authorized Representative.**

A representative authorized to bind the Applicant shall sign the Application. Failure of the authorized representative to sign the Application may subject the Application to rejection by Agency.

### **3.3 PROCUREMENT PROCESS**

#### **3.3.1 Public Notice**

Agency will advertise this RFA on the Agency's website ***ODE Digital Learning*** page and through direct emails to school districts and Education Service Districts. A prospective Applicant is solely responsible for checking the Agency's website to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFA by this reference.

The RFA, including all Addenda and attachments, is published on the ***ODE Digital Learning*** page here:

<https://www.oregon.gov/ode/educator-resources/teachingcontent/Pages/default.aspx>

RFA documents will be **emailed** to prospective Applicants. They will not be mailed or faxed to prospective Applicants.

#### **3.3.2 Questions/ Requests for Clarification**

An Agency Digital Learning Education Specialist will hold two Question & Answer sessions for potential applicants:

Regional Edtech Cadre Grant Q&A Session #1 – Thursday, May 9, 2024, 2:30-3:30

Regional Edtech Cadre Grant Q&A Session #1 – Wednesday, May 15, 2024, 11:00-12:00

All other 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;
- Be sent by an authorized representative;
- Refer to the specific area of the RFA being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

### 3.3.3 Application Submission

Applicant is solely responsible for ensuring its Application is received by the SPC in accordance with the RFA requirements before the Closing date identified in the Schedule. Agency is not responsible for any delays in email or for transmission errors or delays or mistaken delivery.

Applications submitted by any means not authorized may be rejected.

#### 3.3.3.1 Submission via SPC.

An electronic version of the complete Application must be submitted to the SPC at: [Sonja.svenson@ode.oregon.gov](mailto:Sonja.svenson@ode.oregon.gov). Subject line must identify the RFA as follows: "RFA for Oregon EdTech Cadre - 2". Multiple files must be compressed (zipped) into a single folder for submission. Only complete Applications submitted by the Closing will be scored.

### 3.3.4 Modification or Withdrawal of Applications

Any Applicant who wishes to make modifications to an Application already received by Agency shall submit its modification in the manner indicated in the Application Submission section and must denote the specific change(s) to the Application submission.

If an Applicant wishes to withdraw a submitted Application, it shall do so prior to Closing. The Applicant shall submit a written notice signed by an authorized representative of its intent to withdraw its Application. The notice must include the RFA identification and be submitted to the SPC.

### 3.3.5 Application Due

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 modification 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.

### 3.3.6 Application Rejection

Agency may reject an Application for any of the following reasons:

- Applicant fails to substantially comply with all prescribed RFA procedures and requirements, including but not limited to the requirement that Applicant's authorized representative sign the Application.

- 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.
- 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.

### 3.3.7 Opening of Application

There will be no public Opening of Applications. Applications received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued.

## 3.4 APPLICATION CONTENT REQUIREMENTS

Application must address each of the items listed in this section and all other requirements set forth in this RFA. Applicant shall fully describe the activities to be completed. An Application that merely offers to complete activities as stated in this RFA will be considered non-Responsive to this RFA and will not be considered further.

### 3.4.1 Applicant Information

Applicant shall complete and submit the Applicant Information which is found here:

<https://docs.google.com/document/d/1ommotDnRQnQCyYHiDcyzKnRGNL1PrcWJN5FOpcGf4fY/co py>

### 3.4.2 Application Content Requirements

Applicant shall complete and submit a narrative that addresses the elements described in the RFA Application document. Applicants should use definitive verbs in their narrative to describe what the 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.

#### 3.4.2.1 Equity-Based Projects and Activities (no more than 2 pages in length)

- How will Applicant ensure the EdTech Cadre includes culturally and linguistically diverse Educators and technology coaches, technology directors, and other staff connected to digital learning and digital literacy?
- How will the Applicant ensure transparent collaboration, embrace learning and complexity, and center those most impacted by systems as they support the EdTech Cadre?

### 3.4.3 Public Record/Confidential or Proprietary Information

All Applications are public record and are subject to public inspection after Agency issues the Notice of Intent to Award.



### 3.5 EVALUATION PROCESS

#### 3.5.1 Responsiveness and Responsibility Determination

Applications received prior to Closing will be reviewed for Responsiveness to all RFA requirements including compliance with minimum requirements in sections 3.1 and 3.2, the Procurement Process in section 3.3 and Application Content Requirements in section 3.4. 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.

At any time prior to award, Agency may reject an Applicant found to be not Responsible.

#### 3.5.2 Evaluation Criteria

Applications meeting the requirements outlined in the Application Content Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign a score of 0 to 10 for each evaluation criterion listed below in this section.

For each region, Agency intends to select one entity to serve as the Sponsoring Organization and to receive the Grant funds. Applications will not be competing with all Applications received in response to this RFA. Rather, Applications will only be competing regionally. For example, an Application that proposes to serve region A will only compete with other Applications proposing to serve region A.

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.

SCORE	EXPLANATION
10	OUTSTANDING – Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Applicant provides insight into its expertise, knowledge, and understanding of the subject matter.
6 – 9	VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted.
5	ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Applicant.

1 – 4	FAIR – Applicant meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.
0	RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the RFA. Applicant has not demonstrated knowledge of the subject matter.

**3.5.2.1 Evaluation Item 1: Proposed Projects**

- To what extent do the projects included in the RFA Application center professional development in Digital Learning and Digital Literacy over technical assistance and technology tools?
- To what extent do the projects included in the RFA Application center sustained professional learning opportunities rather than a one-time event, conference or workshop?

**3.5.2.2 Evaluation Item 2: Grant Criteria**

- To what extent do the projects and activities increase the number of educators participating in professional development related to Digital Learning and Digital Literacy? [moved from proposed project section for evaluator clarity]
- To what extent to the projects and activities increase educator’s sense of belonging within educational technology and self-efficacy in implementing strategies and approaches to Digital Learning.
- To what extent to the projects and activities support equity-based systemic change in their alignment with equity initiatives?
- To what extent do the projects and activities align with Agency’s Key Components of Digital Learning?
- To what extent are the grant projects and activities responsive to the needs of educators in the region by demonstrating educator engagement?

**3.5.2.3 Evaluation Item 3: Grant Requirements and Budget**

- To what extent are the grant requirements aligned with the identified activities? ○ To what extent are the performance metrics measuring not only outputs but also outcomes (e.g., not only number of participants but results of implementation of learning)?
- To what extent are the budget line items aligned with the perceived time and effort of the grant requirements?

**3.6 PROTESTS**

No protests are allowed for this solicitation.

**3.7 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
- Presentations/Demonstrations/Additional Submittal Items
- Interviews

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

**3.8 RESERVED**

**3.9 POINT AND SCORE CALCULATIONS**

Scores are the values (0 through 10) assigned by each evaluator for each item.

Points are the total possible value for each section as listed in the table below.

The SPC will average all scores for each evaluation criterion.

Points possible are as follows:

<b>EVALUATION CRITERIA</b>		<b>POINTS POSSIBLE</b>
3.5.2.1	Evaluation Item 1: Proposed Projects	20
3.5.2.2	Evaluation Item 2: Grant Criteria	50
3.5.2.3	Evaluation Item 3: Grant Requirements and Budget	30
<b>TOTAL POINTS POSSIBLE</b>		<b>100</b>

**3.10 RANKING OF APPLICANTS**

The SPC will average the points for each Application. For each applicant, SPC will determine rank order for each respective Application and Applicant, 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, shall award a Grant to the highest ranking Responsible Applicant(s) based upon the scoring methodology, process and evaluation criteria described in Section 3. Agency may award less than the full scope described in this RFA. **AGENCY RESERVES THE RIGHT TO NOT SELECT ANY APPLICANTS UNDER THIS RFA IF AGENCY DETERMINES IN ITS SOLE DISCRETION THAT A SELECTION SHOULD NOT BE MADE OR GRANT FUNDS SHOULD NOT BE DISTRIBUTED.**

#### **4.1.2 Notice of Intent to Award**

Agency will notify all Applicants in writing that Agency intends to award 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 the Grant, the apparent successful Applicant shall secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in Section 12 of Attachment A and Exhibit B of Attachment A (“Insurance Requirements”) 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 prior to Application submission.

### **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 shall review the attached Sample Grant and note exceptions. Unless Applicant notes exceptions in its Application, the State intends to enter into a Grant with the successful Applicant substantially in the form set forth in Sample Grant (Attachment A). It may be possible to negotiate some provisions of the final Grant; however, many provisions cannot be changed. Applicant is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, Agency will 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.

All items, except those listed below, may be negotiated between Agency and the apparent successful Applicant in compliance with Oregon State laws:

- Choice of law
- Choice of venue
- Constitutional requirements
- All applicable federal and State requirements

In the event that the parties have not reached mutually agreeable terms within 5 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). Applications, including supporting materials, may not be returned to Applicant unless the Application is submitted late.

### **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 shall 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, or costs to participate in demonstrations.

### **SECTION 6: LIST OF ATTACHMENTS**

**ATTACHMENT A – SAMPLE GRANT**

**ATTACHMENT B – APPLICANT INFORMATION AND BUDGET WORKBOOK**

## ATTACHMENT A – SAMPLE GRANT

# 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 (“Agency”) and [Grantee Name] (“Grantee”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

Pursuant to ORS 336.851, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## SECTION 2: PURPOSE

Grants funds can be used to either 1) create a regional education technology cadre with professional learning and collaboration opportunities for educators, or 2) build on an existing regional educational technology cadre in order to extend professional learning and collaboration opportunities for educators.

## 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 May 1, 2024 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2025.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Brian Baker, M.Ed., Digital Learning Education Specialist Office  
of Teaching, Learning, and Assessment  
255 Capitol Street NE; Salem, OR 97310 (971)  
209-0237 | [brian.baker@ode.oregon.gov](mailto:brian.baker@ode.oregon.gov)

### 4.2 Grantee’s Grant Manager is:

[NAME], TITLE  
SCHOOL  
[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 General Funds (“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.

7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds.

Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

7.5 If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

## **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:

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

9.1.2 “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.600-646A.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.600-628, (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 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 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**

17.1 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:

- 17.1.1 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;
- 17.1.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.1.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.1.4 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 document and
- Exhibit C (Federal Terms and Conditions)
- Exhibit A (Statement of Work)
- Exhibit B (Insurance)
- Exhibit D (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. 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

\_\_\_\_\_  
 Sonja Svenson, Sr. Procurement and Contracts Specialist Date

**[Grantee Name]**

\_\_\_\_\_  
 Authorized Signature Date

\_\_\_\_\_  
 Printed Name Title

\_\_\_\_\_  
 Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

Not applicable per ORS 291.047 \_\_\_\_\_  
 Date

## EXHIBIT A THE PROJECT

### SECTION I. BACKGROUND AND GOALS

The original Oregon EdTech Cadre began in 2001 with the federal Marco Polo Grant which grew into an event that occurred three times a year to provide professional development for technology coaches, technology directors and other roles at the intersection of technology and instruction. As part of this work, the Agency served on the EdTech Cadre Leadership Team with other Educators from around the state who supported the design and facilitation of the professional development offerings.

While the EdTech Cadre was seen as a positive learning experience by experience by participant Educators, the COVID-19 pandemic forced the EdTech Cadre to halt their work and since then has been difficult to gain back momentum.

By providing grants opportunities for school districts within Education Service District service areas, the Agency will focus on building or continuing work of previously developed EdTech Cadres and provide professional development opportunities for Educators in the areas of educational technology, digital learning, and digital literacy.

### SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

[TO BE NEGOTIATED BASED ON PROJECTS DESCRIBED IN APPLICATION FOR GRANT AWARD]

**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 the federal rate of 5%. 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 percent 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 percent 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. 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 IV. DISBURSEMENT PROVISIONS; REPORTING REQUIREMENTS**

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

Activity	Grant Requirements	Due Dates
Report 1	Submit written expenditure report and description of Project activities for the period June 1, 2024 to October 31, 2024 on template provided by Agency to Agency Grant Manager.	November 30, 2024 Grantee may invoice up to 50 percent of the Grant Funds.
Report 2	Submit written Midterm Expenditure Report and description of Project activities for the period November 1, 2024 to March 31, 2025 on template provided by Agency to Agency Grant Manager.	April 30, 2025 Grantee may invoice up to 40 percent of the Grant Funds.
Report 3	Submit written Final Expenditure Report and description of Project activities from April 1, 2025 to June 30, 2025 on template provided by Agency to Agency Grant Manager	Before September 30, 2025 Grantee may invoice remaining Grant Funds.

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. 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”):

- 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 be checked and made compliant using the tool available at <https://www.webaccessibility.com/>
- 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://webaim.org/techniques/excel/>

**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/WAIWEBCONTENT-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.

## **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 continuous claims made 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**

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.

*[Adjust as needed based on risk assessment.]*

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

**PROFESSIONAL LIABILITY NETWORK SECURITY AND PRIVACY LIABILITY**  **Required**  **Not required**

Grantee must 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, contractors, or subgrantees) 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 must 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 07 04 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).

**CONTINUOUS CLAIMS MADE COVERAGE**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

- (i) Grantee’s completion and Agency’s acceptance of all Services required under the Grant,  
or
- (ii) Agency or Grantee termination of the Grant, or
- (iii) The expiration of all warranty periods provided under the 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](mailto: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**

**FEDERAL TERMS AND CONDITIONS**

**EXHIBIT D**

**FEDERAL AWARD IDENTIFICATION**



**RFA ATTACHMENT B – APPLICATION  
and BUDGET WORKBOOK**

The grant Application and Budget Workbook is found here:

<https://www.oregon.gov/ode/educator-resources/teachingcontent/Pages/default.aspx>