

# STATE OF OREGON GRANT AGREEMENT

Grant No. 00000

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

## SECTION 1: AUTHORITY

Pursuant to ORS 329.172, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## SECTION 2: PURPOSE

The Preschool Promise (PSP) program was created as a model for a publicly-funded, high-quality preschool system. This Grant provides funding for PSP programs administered by the Grantee.

## SECTION 3: EFFECTIVE DATE, DURATION, AND PERFORMANCE PERIOD

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

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Anthony Martirano, Grant Manager  
Department of Early Learning and Care

700 Summer Street NE, Suite 300; Salem, OR 97301  
Phone: 503-856-2895 | email: [psp@delc.oregon.gov](mailto:psp@delc.oregon.gov)

### 4.2 Grantee’s Grant Manager is:

Name  
Organization  
Address  
Phone | email

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

## SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2025 (the “Performance Period”). The Performance Period is the period during which services under this Grant must be performed. Services performed outside of the Performance Period are not eligible for reimbursement.

## SECTION 6: GRANT FUNDS

- 6.1 In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$000000.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its State of Oregon General Funds and Other Funds appropriations (“Funding Source”).
- 6.2 Agency may, by written notice to Grantee, temporarily cease funding and require Grantee to stop all or any part of the Project depending 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.
  - 6.2.1 Upon receipt of this notice, Grantee must immediately cease all Project activities depending on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.
  - 6.2.2 If Agency subsequently projects that it will have sufficient Grant Funds, Agency will notify Grantee that it may resume activities.
  - 6.2.3 If sufficient Grant Funds do not become available, Grantee and Agency will work together to amend this Grant Agreement to revise the amount of Grant Funds and Project activities to reflect the available Grant Funds.
  - 6.2.4 If sufficient Grant Funds do 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 the Project cessation order by a supplemental written notice or (ii) terminate this Grant Agreement as permitted by either the termination of Agency’s discretion or for cause provisions of this Grant Agreement.

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grant Funds will be paid to Grantee using Agency’s provided grants management system.

- 7.1.3 Grantee must request disbursement of Grant Funds on a monthly or quarterly basis. Grantee may expend Grant Funds only for costs that are reasonable, necessary, directly related, and allocable to the Project (“Allowable Costs”). By submitting a claim, Grantee attests the costs for which it requests disbursements are Allowable Costs.
- 7.1.4 Grantee must accurately and completely account for and document its expenditures in sufficient detail to permit Agency to verify that Grantee spent its Grant Funds only on Allowable Costs.
- 7.1.5 For purposes of this Grant, “Vacancies” means the number of children and families actually served by Grantee in a reporting period is less than the number of children and families set forth in Exhibit A, Section III, as the Target Number of Children/Slots.
- 7.1.6 For purposes of this Grant, “Un-opened Sites” means the number of opened sites is less than the number of planned sites.
- 7.1.7 If applicable, Agency may withhold disbursements of Grant Funds if Grantee discloses any Vacancies or Unopened Sites in the reports required under Exhibit A, Section IV. The amount withheld due to Grantee’s Vacancies or Un-opened Sites may increase based on the length of time and degree of Grantee’s Vacancies or Un-opened Sites. The process for managing Vacancies or Un-opened Sites is described in the Grant Agreement.
- 7.1.8 Grantee must repay to Agency any overpayment of Grant Funds, or payments for costs that do not constitute Allowable Costs for the Project, as provided in Section 17 of this Grant Agreement.
- 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 (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);
- 7.2.2 No default as described in Section 15 has occurred;
- 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; and
- 7.2.4 Grantee is in compliance with the reporting requirements identified in Exhibit A of this Grant Agreement.
- 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. Grantee must

ensure Grant Funds are used to supplement and not supplant public moneys received from any other source.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

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

- 8.1.1** Grantee is duly organized and validly existing and has all necessary rights, powers and authority under any organizational documents and under Oregon law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.2** 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;
- 8.1.3** 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
- 8.1.4** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

**8.2 Fingerprinting.** Grantee will comply with all applicable federal, state and local laws pertaining to this Grant, including without limitation the State of Oregon Office of Child Care requirements set forth in ORS Chapter 329A, the fingerprinting requirements of the State set forth in ORS 181A.200, and any administrative rules promulgated to carry out those statutes, and any applicable guidance published by Agency, the Oregon Health Authority or another state agency pursuant to any Executive Orders issued by the Governor.

**8.3 Central Background Registry Enrollment.** Before performing any Project activities, any employee or subcontractor of Grantee who has or is expected to have direct unsupervised contact with children while performing Project activities must be enrolled in the Office of Child Care Central Background Registry pursuant to ORS 414-061-0000 through 0120, available at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1901>

**8.4** Prior to serving children, Grantee has all necessary licenses, certificates or other authorizations from regulatory authorities necessary to perform its obligations under this Grant. Grantee must notify the Agency within five (5) business days of receiving notice of any licensing, regulatory or compliance violations.

**8.5 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.

**8.6 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: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS**

- 9.1** Grantee may enter into agreements with contractors or subcontractors (collectively, "sub-agreements") for performance of specific services for the Project only in accordance with Sections 9.1.1 to 9.1.4.5 and the Grant Agreement and only after receiving written approval from the Agency's Grant Manager.
- 9.1.1** Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services such as transportation, food preparation, janitorial services, bookkeeping, staff training, or teaching that support the Project.
- 9.1.2** All sub-agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a sub-agreement does not relieve Grantee of its responsibilities under this Grant Agreement.
- 9.1.3** Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law.
- 9.1.4** Grantee shall not award, enter into, or otherwise participate in any sub-agreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the sub-agreement:
- 9.1.4.1** An employee, officer, or agent of the Grantee ("Related Person");
- 9.1.4.2** A Related Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- 9.1.4.3** The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
- 9.1.4.4** Any individual for whom a Related Person has a legal support obligation; or
- 9.1.4.5** An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

## 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 identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).

**10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

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

**10.4 Contracts.** Grantee must require any contractors or subcontractors, who have entered into sub-agreements 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. Grantee shall also comply with provisions of Office of Child Care, Central Background Registry pursuant to OAR 414-061-0000 through 414-061-0120, available at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1901> related to background checks. Based on the results of the a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## **SECTION 11: INDEMNITY/LIABILITY**

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

**11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

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

## SECTION 12: INSURANCE

- 12.1 Workers' Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.3 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.4 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## SECTION 13: GOVERNING LAW, JURISDICTION

- 13.1** This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY



EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

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

## **SECTION 15: DEFAULT**

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

**15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

**15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

**15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

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

## **SECTION 16: REMEDIES**

**16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2; (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines; (c) requiring Grantee to complete, at Grantee's

expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant; (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both; or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

## **SECTION 17: WITHHOLDING FUNDS, RECOVERY**

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

- 17.1 Any amount due to Agency for Vacancies or Un-opened Sites;
- 17.2 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;
- 17.3 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.4 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.5 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.

**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 Non-appropriation.** 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.

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

**19.3 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.

- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8 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.
- 19.9 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.
- 19.10 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.11 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.

**19.12 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.

**19.13 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)
- Exhibit C (Equity Objectives and Results Expectations)

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

## SECTION 20: SIGNATURES

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

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below. **STATE OF OREGON acting by and through its Department of Early Learning and Care**

By: \_\_\_\_\_  
Lori Nordlien , Procurement Director Date

By: \_\_\_\_\_  
Authorized Signature Date

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

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

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

By: \_\_\_\_\_  
Name, Title Date

## EXHIBIT A THE PROJECT

2023 – 2024 Program Year

and

2024 – 2025 Program Year

### Part 1: Program Operations

#### 1.1 Hours and Attendance

Begin operation of Preschool Promise Program site(s) each program year no earlier than August 1, no later than September 30, and end the program year no later than June 30.

Grantees must offer the Preschool Promise Program as follows:

- For a minimum of 900 direct service hours,
- no fewer than 265 consecutive calendar days between the first and last instructional day,
- direct service hours of no less than 6 hours per day,
- no less than 4 days per week,
- direct service hours must be between the hours of 7:00 am – 5:00 pm
- Program closures should not exceed 21 consecutive calendar days; anything beyond that will need prior Agency approval.

Parent/Teacher Conferences, in-service or training days, teacher planning time and transportation time **may not be included in the 900 hours of direct services.**

Grantees must achieve a minimum average monthly attendance rate of 85 percent for all children enrolled in the Grantee's Preschool Promise Program. All families are encouraged to maintain consistent attendance in the Preschool Promise Program. Consistent attendance is defined as being present or participating for 85% of expected Preschool Promise Program instructional hours, or more. Grantee must help families in identifying barriers to consistent attendance. Staff initiate supports as appropriate. If participation or attendance ceases, staff make efforts to reengage families to resume attendance. If average Preschool Promise Program monthly attendance falls below 85%, Grantees will be required to submit an improvement plan.

#### 1.2 Class Size, Teacher-Child Ratio and Staff Scheduling

Classrooms used for Preschool Promise Program must maintain a maximum class size of 18 with an adult to child ratio of 1:9. Grantees must comply with specified ratios during all direct service hours of the Preschool Promise Program. A lead teacher and a teacher assistant must be assigned to each Preschool Promise Program class regardless of provider type.

Grantees must maintain staff and child attendance sign-in sheets in any classroom used for the Preschool Promise Program, and must use a sign-in sheet that meets applicable regulatory requirements.

Preschool Promise Lead Teacher and Teacher Assistance may not be assigned to more than one Preschool Promise Program classroom.

Grantee must provide the Agency a written notice within 14 days of any major staffing changes including, but not limited to, changes in Lead Teacher and Assistant Teacher or extended leaves lasting longer than 21 days.

### **1.3 Facilities and Classroom Space**

Grantees must identify and maintain program facilities and classrooms that meet age-appropriate health and safety standards, including all spaces that children use. If license exempt, classroom space must have a minimum of 35 square feet of usable space per child and exterior space must have a minimum of 75 square feet of usable space per child.

## **Part 2: Effective Leadership, Collaboration, and Professional Learning**

### **2.1 Program Mission and Vision**

Grantees must have a written statement of philosophy that describes the educational purpose, goals, beliefs and practices of the program. All Preschool Promise Program staff must adhere to the National Association for the Education of Young Children (NAEYC) Code of Ethical Conduct.

### **2.2 Continuous Quality Improvement**

All PSP Grantees, including staff, must participate in required training and technical assistance. This includes coaching, technical assistance, and trainings provided by the Child Care Resource and Referral agency for Preschool Promise Program Grantees. PSP Grantees shall co-create written technical assistance plans with CCR&R TA Staff, and submit those plans to DELC; participation will be monitored. This plan shall focus on assessing and improving the ability of Grantees to meet PSP quality requirements.

### **2.3 CCR&R consultation and/or coaching may include, but is not limited to:**

- program assessment (both self-assessment and/or evaluation from an outside observer);
- completion of a continuous quality improvement plan;
- technical assistance on business practices;
- professional learning supports on implementing curriculum; or
- participation in a Preschool Promise Focused Child Care Network.

### **2.4 Leadership with Knowledge of Early Childhood**

Grantees must designate an existing leader or leadership team at the building level to guide and support effective implementation of the Preschool Promise Program. This leader/team should have training or knowledge specific to early care and education. The leader/team should also have knowledge of the early learning system, including role of Early Learning Hubs and CCR&Rs.



Grantee leadership must establish schedules for lead teachers and teacher assistants that provide adequate time to collaboratively develop inclusive, individualized instructional plans, complete formative assessments, attend required professional learning opportunities, and engage with families.

## **Part 3: Supportive Environments and Ambitious Instruction**

### **3.1 Educational Programming**

The Grantee must collect and implement research-based educational programming aligned to

<https://www.oregon.gov/ode/students-and-family/Transitioning-to-Kindergarten/Pages/Early-Learning-and-Kindergarten-Guidelines.aspx>

Educational programming should include, but is not limited to:

- established routines,
- intentional environments that are developmentally appropriate,
- culturally responsive child experiences, and
- scaffolding supports designed to sequence learning of new concepts and skills.

### **3.2 Developmental Screening**

In partnership with each child's parent and with parental consent, a program must complete or obtain a current developmental screening (ASQ and ASQ-SE). Grantees must ensure each child receives a developmental screening to identify potential concerns regarding a child's language, cognitive, motor, social, emotional, and behavioral skills (ASQ and ASQ-SE) within 45 calendar days of when the child first attends the program. The screening may be completed through partnership with another agency, such as local EI/ECSE providers or pediatric offices. Parent/guardian consent must be received prior to the child being screened. The results of screenings must be shared with families and Grantee must do any follow up deemed appropriate (ex. refer to ECSE provider).

### **3.3 Program Environment and Curriculum**

Grantees are expected to create program policies and procedures that ensure the Preschool Promise Program allows for positive interactions between and among educators, administrators, and children. This includes ensuring environments are:

- Safe,
- Respectful,
- Welcoming,
- Promote positive peer relationships, and
- Promote self-confidence.

All Preschool Promise Program classroom staff shall consistently model expected learning and behavioral skill for students, promote classroom management practices that are positive and support children in the development of social skills.

Grantee must also implement a curriculum that meets the following requirements. The Grantee must be implementing the chosen curriculum to fidelity, as defined by the developer of the curriculum. Grantees are expected to select and implement a curriculum that is:

- aligned with Oregon’s Early Learning and Kindergarten Guidelines,
- based on the science of child development and how young children learn,
- culturally and linguistic responsive,
- balanced with adult-directed and child-initiated activities,
- specifies outcomes for key areas of development,
- allows for adaptability to build on children’s’ interests,
- explores topics that are relevant to the school community,
- designed to provide specialized and individualized instruction for child with a disability, and
- support positive adult-child interactions.

Regardless of the curriculum or approach to teaching used, Grantees are required to:

1. Post activity plans that include evidence of individualization, and
2. Make a written curriculum statement available for staff and parents.

Grantees may not advance any religion or religious beliefs during the instructional hours designated as Preschool Promise Program. Any religious symbols located in or around the classroom do not need to be removed; however, they may not be incorporated or used in the curriculum or teaching program.

Grantees must have a written policy concerning sexual abuse exposures. The policy must include processes for responding to inappropriate behavior, breaches in policy, and allegations and suspicions of abuse.

### **3.4 Assessment**

Grantees must conduct ongoing formative assessments of each child at least three times during the program year. Grantee must choose a formative developmental assessment tool that aligns with all developmental domains and indicators in Oregon’s Early Learning and Kindergarten Guidelines. Assessment data must be used to create individual, small group and large group activity plans. Individual child outcomes should be shared with parent/guardian at Parent and Teacher conferences.

Teaching staff should maintain and update a developmental portfolio for each child in the Preschool Promise Program.

### **3.5 Inclusionary Practices**

The Preschool Promise Program classroom environment must be inclusive of all children, regardless of ability, family composition, culture, language, or family income.

Grantee is required to make reasonable accommodations for children identified as eligible for special education and/or related services under the Individuals with Disabilities Education Act (IDEA) and to work in partnership with the local early childhood special education (ECSE) provider and parent to appropriately support each child’s development.

Grantees, with the support and resources of the local ECSE provider, must assure that a child's Individualized Family Support Plan (IFSP) goals, accommodations, modifications, and supplementary supports are fully integrated into all planned learning activities.

The Grantee must have a policy regarding suspension and expulsion that focuses on support to sustain attendance and placement. The policy must include protocols followed by the Grantee when a child exhibits persistent and serious challenging behaviors. The policy must detail how Grantee will explore all possible options to facilitate the child's safe participation in the program and a process to document all steps taken to maintain the child's placement.

The policy must also include at a minimum the following actions:

- Observations of initial and ongoing challenging behaviors.
- Communication and collaboration procedure with parents/legal guardian, including participation of the parents/legal guardian in planning and decision-making.
- Consultation with the local ECSE provider.
- Consultation with the local Child Care Resource and Referral agency, Early Learning Hub
- Written consent of parents/legal guardian, as required, to consult and collaborate with:
  - Local ESCE provider,
  - Inclusive Partners,
  - Child Care Resource & Referral agency,
  - Early Learning Hub,
  - Other community services (if available and deemed appropriate) such as a mental health consultant,
  - Child's health care provider, and
  - Other specialists as needed.
- Identification of a strategy to utilize additional resources and to support sustaining attendance and placement.
- Process to develop short and long term plans to address the behaviors, support sustaining attendance and placement. Plans must address support for the child, support for the family, support for the teaching staff, and program CQI.
- Planned transitions to settings that better meet the child's and/or family/guardian's needs are not considered an expulsion and documentation of parent/guardian's decision to transition child is required alongside the documentation outlined above.

*The policy must take into consideration:*

1. Limitations on suspension:

A. Grantee must prohibit or severely limit the use of suspension due to a child's behavior. Such

suspensions may only be temporary in nature.

- B. A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications.
- C. Before Grantee determines whether a temporary suspension is necessary, Grantee must collaborate with the parents and consult with its local Child Care Resource and Referral agency, Early Learning Hub, and Early Intervention/Early Childhood Special Education, using their processes and utilizing additional resources as needed to determine if no other reasonable option is appropriate.
- D. If a temporary suspension is deemed necessary, Grantee must help the child return to full participation in all program activities as quickly as possible while ensuring child safety by:
  - a. Continuing to engage with the parents and any other necessary supports for the child;
  - b. Developing a written plan to document the action and supports that will be provided;
  - c. Providing services that include home visits; and,
  - d. Determining whether a referral to a local agency responsible for implementing special education services is appropriate.

## 2. Prohibition on expulsion:

- A. Grantee must follow the steps above to collaborate with the parents and consult with its local Child Care Resource and Referral agency to maintain a child's placement in PSP.
- B. When child exhibits persistent and serious challenging behaviors, Grantee must explore all possible options and document all steps taken to address such problems, and facilitate the child's safe participation in the program.
- C. Before considering an alternative placement for the child, the provider must consider the capacity of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. §705(9)(b) of the Rehabilitation Act is not excluded from the program on the basis of disability and if the child has an individualized family service plan (IFSP), Grantee must consult with the agency responsible for the IFSP to ensure the child receives the needed support services.
- D. If the child does not have an IFSP, Grantee must receive parental consent to refer the child to the local agency responsible for implementing IDEA to determine the child's eligibility for services.
- E. If, after Grantee has explored all possible steps and documented all steps taken as described above, a program, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the mental health consultant (if appropriate and available) determines that the child's continued enrollment presents a serious safety threat to the child or other enrolled children and determines the program is not the most appropriate placement for the child, Grantee must work with such entities and the Early Learning Hub to directly facilitate the transition of the child to a more appropriate placement.

### 3. Data Collection

Grantee must have procedures to collect and track data that includes but is not limited to:

- A. Number of children who left the program during the program year,
- B. Number of planned transitions to other programs due to children’s behaviors,
- C. Number of temporary removals or suspensions due to safety threats, and
- D. Ability to disaggregate data by race/ethnicity, age, gender, language, and disability.

#### **3.6 Support for Dual Language Learners**

Grantees must strive to ensure staff reflect the cultural and linguistic attributes of the community and the children and families enrolled.

Grantees must have appropriate training in supporting dual language learners, children with special needs, and family structures that may not be reflective of their own.

All curricula used must meet the needs of linguistically diverse learners.

### **Part 4: Family Engagement**

#### **4.1 Family Engagement and Parent Voice**

Grantees must cultivate a high-quality, culturally responsive family engagement environment that supports the following:

- parents as partners in a child’s learning and development;
- creates a sense of welcoming for all families; and
- includes family leaders in decisions related to program design and implementation.

The Grantee must offer opportunities for parents to participate in decisions that affect their experience and is respectful of the values, opinions, beliefs, perspectives, and cultural backgrounds of the families.

Grantee must implement a family partnership process that includes a family partnership agreement and the activities offered by the program to support child learning and development, such as referral process, attendance expectations, conferences, transitions screening and other. The process must be initiated as early in the program year as possible and continue for as long as the family participates in the program, based on parent interest and need.

#### **4.2 Partnering with Families**

The Grantee must provide opportunities for parents to meet with teachers, in spaces where the

family is most comfortable, to share knowledge about the child’s development, personality, and learning style and to develop a partnership that supports the child’s learning and development.

- Grantee must provide an orientation for all families enrolled in the program no later than 30 days from the date the child first attends the program and prior to the first Parent and Teacher conference.
- Grantee must offer families a minimum of three Parent and Teacher Conferences annually.
- Ongoing communication with families should include conversation regarding child’s daily activities, social interactions, home life, health and attendance, including any barriers to consistent and regular attendance in the Preschool Promise Program.

All Grantees must have a Parent Handbook and provide it to the families prior to or on the first day of their child’s attendance in the Preschool Promise Program.

### 4.3 Transition Supports

In collaboration with parent, Grantee must implement strategies and practices to support successful transitions for children and their families transitioning to other early learning settings and/or kindergarten.

Transition Plans must at minimum provide information about the child’s progress during the program year and provide strategies for parents to continue their involvement in and advocacy for the education and development of their child.

## Part 5: Staff Qualifications

### 5.1 Educational Requirements

*Grantee must have preschool lead teachers who have:*

- At least a bachelor’s degree in:
  - Early childhood education or a field related to early childhood education; or
  - A field not related to early childhood education but teacher has completed coursework that is equivalent to a major in early childhood education and has sufficient training in early childhood education as determined by the Division
- An associate degree with additional training or additional certification in early childhood education or a field related to early childhood education, as determined by the Division; or
- Child Development Associate (CDA) Preschool Credential or step level 8 as determined by the Oregon Registry Online (ORO).

*Teacher Assistants must:*

- demonstrate competencies as defined by Step 5 of the DELC professional development system, office of child care rules for Aid II; or
- have a similar standing within the credentialing system for K-12 teachers in Oregon.

### 5.2 Substitute Teachers/ Teacher Assistants

A substitute lead teacher and/or teacher assistant must be present and working in any classroom used for the Preschool Promise Program for each day that a lead teacher and/or teacher assistant is absent, whether due to illness, required training, or personal leave.

Long term lead teacher substitutes (e.g. the substitute for a teacher on family or medical leave longer than 21 calendar days) must have qualifications equivalent to the original teacher. If the long term substitute lead teacher has lower qualifications than the original teacher, a waiver will be needed. Long term substitutes must be reported to the DELC in writing within fourteen (14) calendar days of substitution.

### 5.3 Personnel Salary and Background Requirements

Grantees must meet salaries for Preschool Promise Program lead teachers and teacher assistants adopted by the Early Learning Council (see table below) prior to beginning delivering Preschool Promise Program services. Grantees must inform Agency of any changes to salaries that deviate from the approved program budget.

LEAD TEACHER	QUALIFICATION LEVEL	TARGET SALARY (HOURLY)	MINIMUM SALARY (HOURLY)
	Bachelor’s Degree (BA/BS)/ Registry Step 10	\$36	\$25
	Associate’s Degree (AA)/ Registry Step 9	\$31	\$22
	Child Development Associates (CDA) Credential/ Registry Step 8	\$24	\$18
TEACHER ASSISTANT	QUALIFICATION LEVEL	TARGET SALARY (HOURLY)	MINIMUM SALARY (HOURLY)
	Child Development Associates (CDA) Credential or above/ Registry Step 7 or above	\$22	\$16
	Registry Step below 7	\$18	local minimum wage

Any staff members involved in the Preschool Promise Program must have documentation of a completed and satisfactory criminal background check on file with Grantee. Per OAR 414-061-0030 all PSP staff are considered “subject individuals” and must comply with all administrative rules applicable to the Office of Child Care Central Background Registry (currently found in Chapter 414, Division 61 of the Early Learning Division’s administrative rules).

Grantees shall not unlawfully discriminate on the basis of race, color, ethnicity, socioeconomic status, home language, country of origin, immigration status, ability, special needs, religion, gender expression, sexual orientation, family composition, housing status, military status and cultural background and experience, in any of activities or operations.

**5.4 Professional Development**

Grantee must ensure all teaching staff and leaders engage in ongoing professional learning experiences that include collaborative, job-embedded strategies, such as coaching, mentoring, and peer learning groups to develop professional competencies, strengthen program quality, and improve child outcomes. If Grantee has a coaching system in place, then required training includes DELC’s coaching pathways facilitated by the Early Learning System Initiative at Oregon State University: mentor coaching, workshops, tiered coaching certification, and communities of practice.

Grantee must ensure teaching staff and leadership have an annual professional learning plan and participate in a minimum of 20 hours of professional learning/development annually. Budgets should include adequate substitute coverage in order to meet this requirement.

**Part 6. Awarded Slot Amount and Grant Funds 2023-2025**

<b><u>2023-2025 Award Detail</u></b>							
Service Area	Program Year	Target # of Slots	Base Award per slot	Base Award x # Awarded Slots	Transportation Enhancement per slot	Transportation Enhancement x # Awarded slots	Total
Xxx	2023 – 2024	xxx	\$13,650	\$xxx	\$900	\$xxx	\$xxx
	2024 - 2025	xxx	\$13,650	\$xxx	\$900	\$xxx	\$xxx



Total 2023-2025 Compensation not to exceed	\$xxx
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**6.1 Budget Requirements**

1. Grantee must submit a detailed budget to the Agency using the Agency-provided template. The detailed budget must be submitted to Agency within 30 days of executing the Grant. Agency’s approval of Grantee’s 2023-2025 budget is required prior to Agency disbursing any Grant Funds for this period. Grantee must report budgeted expenditures to Agency monthly or quarterly as set forth in the table below.
  - a. Approved budget may be revised up to and including 10 percent of a budget category or \$25,000, whichever is less, without the prior approval by the Agency. In no case may a budget category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Agreement and in the table below. All budget modifications exceeding 10 percent of a budget category or \$25,000, whichever is less, must have a prior written approval by the Agency.
  - b. Approved budget must limit administrative costs to 15 percent of the total budget.
  - c. Approved budget must include adequate substitute coverage in order to meet staff professional development requirement. Staff time for participating in training and other professional learning opportunities shall be paid. Mileage and associated per diems are reimbursed at the current federal government rates.
  - d. Approved budget must include appropriate fund allocations to meet PSP salary requirements.
  - e. The Grant Funds must be used only for Allowable Costs in amounts not to exceed the cost limits set forth in detailed budget approved by Agency.
  - f. Grantees must also request Agency approval for equipment or purchase of capital assets \$5,000 or more prior to expenditure of Grant Funds. Grantee’s requests to approve the purchase must include a narrative justifying the need and describing the benefits. All assets purchased with Grant Funds may be used only to support and deliver the Preschool Promise Program services.
2. Failure to comply with all the requirements of this Grant Agreement may result in actions that include a hold on any payment claims or termination of the grant agreement.

**6.2 Allowable and Unallowable Costs**

Grant Funds must be used for costs that are reasonable, necessary, directly related to and allocable to the Project Activities and must not exceed the Grant Award total listed in Section 6 of the agreement.

If Grantee operates a program within a shared facility, including but not limited to a private residence, public, or private space, and/or if a program receives multiple funding sources, shared resources must be allocated appropriately as to not subsidize another program. Funding sources should be leveraged to fairly distribute costs across all benefiting programs.

Grantee may use a percentage, formula, methodology, or other logical and rational framework to allocate appropriately to each funding source. Each funding source should contribute to shared resources and may be determined, for example, by using the percentage of Preschool Promise children in the classroom.

Grantee must maintain reasonable and consistent written policies and procedures that adequately document how costs are determined to be allowable, how costs are tracked, and how shared resources are allocated to Grant Funds.

### **6.3 Payment Process**

Grant Funds will be paid to Grantee utilizing the tools and platforms provided by the Agency. Grantee must be registered in Agency provided payment platforms prior to submitting a request for payment.

Grantee may request payment on a monthly or quarterly reimbursement basis by submitting claims and corresponding Draw Reports utilizing the Agency provided tools. Monthly claims may be submitted as reimbursement for the previous calendar month or may be submitted based on anticipated costs for the current calendar month. Quarterly claims may only be submitted as reimbursement for the previous calendar quarter.

Regardless of whether Grantee's claims reflect a monthly or quarterly reporting period, they must match the total claim amount on Grantee's Draw Report for the corresponding reporting period.

Administrative costs, including indirect costs, may not exceed 15 percent of funds disbursed under this Grant.

Provide individual child and family level data to Agency, annually, including all fields contained on the Preschool Promise Program applicant eligibility form and data.

### **Part 7: Vacancies**

Grantees are required to provide services to the number of children and families as specified in this Exhibit A of the Grant Agreement. Grantee is responsible for developing a plan with their local Early Learning Hub to fill program vacancies. Agency may issue an amendment to the Grant Agreement or hold funds if Grantee fails to serve the number of children specified in this Exhibit A.

### **Part 8: Site Approval**

Grantee shall submit their site-level information (including all sites where PSP services will be provided) for approval to the Agency through the Grantee Site Report or another tool deemed appropriate by the Agency.

In order for the Agency to execute an agreement, each site listed in the above mentioned Grantee Site Report must be fully operational to serve children at least 15 calendar days prior to the proposed start date, and be approved by the Agency.

Failure to meet the above criteria may result in a reduction of Grant Funds, or an inability to continue with this Grant.

## Part 9: Confidential Information

Grantees must keep personally identifiable information confidential in compliance with The Family Educational Rights and Privacy Act (FERPA). Personally identifiable information may include, but is not limited to: student name, a personal identifier, such as social security number and any personal characteristics that would make the student’s identity traceable.

Grantee must inform Agency of any breach of confidential data. Some examples of data breaches include: hacking, physical loss of paper documents or electronic devices and unintended disclosure of sensitive information without a prior consent.

In addition, Grantees must require subcontractors to maintain confidentiality of personally identifiable information in compliance with FERPA by making sure data sharing is allowed under local, state, and federal privacy laws and regulations, such as FERPA. And if so, requiring such information is handled in a manner to protect the information from unauthorized or accidental disclosure, modification or loss.

Please visit <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html> for more information or contact the Grant Manager listed in this agreement if you have additional questions.

## Part 10: Equity Objectives

In performing Project activities funded by this program, you are required to further DELC’s’s equity goals by carrying out the equity objectives and results expectations described in Exhibit C of the Grant Agreement.

## Part 11: Subcontracting

Grantees may subcontract for specific services, including teaching services. Grantee may not subcontract the totality of the services provided under the Grant Agreement and all teaching subcontracts will need to be approved by the Agency Grant Manager. If Grantee subcontracts out any portion of its grant-funded services, then Grantee remains responsible for ensuring its subcontractors adhere to all program guidance and requirements, including providing monitoring and technical assistance.

For the purposes of the Preschool Promise grant, an owner of multiple Certified Family (CF) child care homes are seen as subcontracting all teaching services. For any Certified Family (CF) child care home in which the owner is not the owner and provider, the owner must provide the request to subcontract as detailed above and have a written agreement with the provider as described. Any subcontracted CF provider should have the qualifications and pay scale outlined for a lead teacher position.

You must submit a request in writing to the Program Manager listed in this agreement for approval to subcontract. The request to subcontract must include:

- Grantee information (name, site, type of Grantee and contact);

- Subcontractor information (name, type of contractor and contact, start and end date);
- Scope of Work for Subcontractor. Details on how Grantee intends to subcontract, including all known/ planned processes, and how services will be implemented and monitored.

Your subcontract requests will be reviewed by the Program Manager and you will receive a written notice of approval or denial within 30 days of receipt of the request.

All contracts or agreements you have with subcontractors must be in writing. It is your responsibility to ensure subcontractors carry appropriate insurance at the limits listed in this Grant Agreement, Exhibit B.

## **Part 12: Monitoring**

Grantee must participate in ongoing monitoring and program evaluation toward continuous quality improvement and comply with state monitoring and allow Agency access to and review of records, including but not limited to, the review of fiscal records and data. This includes providing information to the Agency, as requested, and ensuring staff are available to meet with and respond to Agency requests.

Monitoring includes, but is not limited to:

- assessment of documentation and data you maintain;
- obtaining information through licensing records;
- interviews;
- observations and evaluations;
- fiscal oversight; and
- announced and unannounced site visits.

Grantees are subject to an annual review to assess compliance with program quality requirements, policies, and procedures. In addition, Agency or its third-party contractor may conduct additional monitoring visits or request information on the quality of program, at any time and in any manner at the discretion of the Agency. Additional monitoring visits may occur as a result of complaints from staff or families, or because of the annual monitoring visit, or to collect information related to the quality of the program.

A review may include an assessment of structural and process elements of the program, such as the physical space, interactions between children and/or staff, review of staff qualifications, child care licensing review (where applicable), or any other assessment Agency determines necessary to measure the quality of the Grantee's service approach and delivery. Grantee will be made aware of any tools used for assessment prior to the review, such as commercially available observation tools (e.g., CLASS, Early Childhood Environmental Rating Scales, Business Administration Scale, Classroom Assessment of Supports for Emergent Bilingual Acquisition), DELC-created checklists, etc.

The results of monitoring may impact the Grantee's ability to continue to provide services, at the discretion of Agency. Grantees should be aware that services for all children present in the classroom, home, or program environment during time of review may be taken into consideration, regardless of their enrollment in the program.

Grantees must provide Agency or its independent third-party contractor access to all records necessary to complete the monitoring visit.

Grantee must make available to Agency all budgetary information including back-up documentation for operating budgets submitted by Grantee to Agency for the relevant time period being audited.

Grantee must return to Agency any funds determined to have been misspent, spent fraudulently, or not in accordance with the Preschool Promise Program Grant Agreement.

At the discretion of Agency, Agency or an independent third party contractor may conduct site visits to monitor, through announced visits with at least 24-hour notice and unannounced visits with up to one hour notice.

Grantees are required to cooperate with monitoring staff and/or contractors and make available for review all records related to the Preschool Promise Program including, but not limited to the following:

- Regular site visits;
- Evaluation of Spark Rating Level;
- CLASS™ Observations;
- Environment Rating Scale (ERS)
- Review of Grantee's staff qualifications, class size, adult-child ratios, and working conditions;
- Review of student records;
- Review of enrollment and attendance records;
- Evaluation of Grantee's accommodation for children with special needs;
- Review of Grantee's parent/guardian participation plan (e.g. newsletters, Parent meeting sign-in sheets, and Parent resources);
- Review of Grantee's curriculum;
- Review of Grantee's screening and assessment processes;
- Evaluation of Grantee's efforts to connect families to resources that align with the family's child care needs;
- Evaluation of Grantee's staff development and training programs;
- Review of Grantee's financial records and fiscal viability;
- Review of Grantee's licensing records;
- Review of quality improvement plans; and
- Review of Waiver Requests, associated quality improvement plans, and progress toward meeting quality standards.

### **Part 13: Child Eligibility**

Children must be at least three years old, but not older than five years of age, as determined by the date used to determine kindergarten eligibility. Age-eligible children may participate in the Preschool Promise Program for up to two years.

Children must be members of families whose incomes, at the time of enrollment, are at or below 200 percent of the Federal Poverty Guidelines (<https://aspe.hhs.gov/poverty-guidelines>) or a child in the foster care system as determined by DELC.

Children participating in the Preschool Promise Program must be Oregon residents. Children who are in foster care at the time of enrollment are deemed categorically eligible for PSP regardless of the income level of the family or foster parents.

## **Part 14: Recruitment and Enrollment**

Grantee must participate in the regional Early Learning Hub coordinated enrollment process which includes but is not limited to: orientations or other trainings related to the process, outreach to and recruitment of potential Preschool Promise children and families, eligibility determinations, and selection and placement of children into Grantee's Preschool Promise Program. These processes will focus on outreach and selection of families who are at or below 200 percent of the Federal Poverty Level.

Grantee shall only enroll families selected through the local Coordinated Enrollment Process administered by Early Learning Hubs. Grantee is responsible for ensuring that a child has been determined eligible via the Coordinated Enrollment process prior to enrolling the child in PSP services or spending PSP dollars on the child.

Grantees are responsible for the enrollment of children selected and placed in their Preschool Promise Program by the Early Learning Hub. Grantees must contact a family within 10 business days of receiving family contact information from the Early Learning Hub. Grantee is required to connect with Early Learning Hub staff if contact with family is not successful to fill the slot with another eligible child.

Grantee is required to notify Early Learning Hub of any changes in services such as emergency closures, before and after care and other scheduled changes.

Grantee is required to notify Early Learning Hub of any openings in the Preschool Promise Program within three (3) business days. Grantee is required to coordinate with the Early Learning Hub to fill an opening as soon as possible.

### **14.1 Dual Funded Programs Oregon PreKindergarten and Preschool Promise and Tribal Grantees**

As an alternative to eligibility verification conducted by the Early Learning Hub, Tribal Grantees who are PSP providers are permitted to conduct the eligibility verification process for any children enrolled in PSP, following guidelines and requirements described in this Grant Agreement.

Head Start/OPK who are PSP providers are permitted to conduct the eligibility verification process for any children enrolled in PSP, following their own internal processes for selection and eligibility determination, using the eligibility requirements described in this grant agreement.

## **Part 15: Business / Organization Practices**

Preschool Promise Program Grantees are not required to provide transportation services, but an eligible Grantee who is receiving additional funds to provide transportation must provide transportation to Preschool Promise Program enrolled children. If a Preschool Promise Program provides transportation services, they must comply with all applicable laws, including applicable state rules and federal regulations, for the transport of children ages 3 - 5 years of age.

Grantees are prohibited from charging parents/guardians of eligible children any fees or tuition for the Preschool Promise Program direct service hours. Grantees may not require families to pay for classroom materials, including but not limited to food, for the Preschool Promise funded portion of the day.

Grantee will notify Agency in writing of any change in mailing address within 10 days of the change.

Grantee will notify Agency in writing of any proposed change in operating facility address, ownership, or classroom move at least 90 days in advance of the proposed change or as soon as is practical.

Grantee will also notify Agency of any change in location due to an emergency or disaster as soon as is practical. Except for emergencies or disasters, Grantee's change in location is subject to prior written approval of Agency.

Grantee must have access to the Internet and a valid email address.

Grantees will maintain family, child and financial records in a secure location to ensure confidentiality and prevent unauthorized access. Grantees must maintain detailed financial records including, but not limited to, general ledgers, receipts, invoices, and all supporting documentation to track Preschool Promise Program expenditures. Current-year student records should be maintained at Grantee's program office or classroom site.

Grantee must comply with OAR 414-470-0000 through 414-470-0075, state, local and federal laws and regulations, and child care licensing requirements throughout the Performance Period. Grantee must notify Agency within 5 business days of becoming aware of any alleged licensing, regulatory or compliance violations applicable to Grantee or Grantee's staff, including any individuals providing services described in this Grant pursuant to a Subagreement.

Grantee is required to participate in the Agency's Spark Program.

## **Part 16: Waivers**

If Grantee maintains progress towards continuous improvement, Grantee may request a waiver of the requirements of ORS 329.172(5) and OAR 414-470-0040(1) to (5) during the first years of Grantee's participation in the Preschool Promise Program, as defined by the Agency. All waiver requests must be accompanied by a Quality Improvement Plan (QIP) for approval by Agency. The QIP will provide information including, but not limited to, how the program will meet the requirement for which a waiver is requested and a timeline for completing that plan. The QIP must be completed with the involvement of the local CCRR.

Failure to comply with all the requirements of this Grant Agreement may result in actions that include a hold on any payment claims or termination of the grant agreement.

## **Part 17: Reporting Requirements**

All required reports must be submitted to Agency by the due date using the tools/templates provided by Agency. If an unavoidable circumstance arises, Grantee may submit, in writing, a deadline extension request to the [psp@ode.oregon.gov](mailto:psp@ode.oregon.gov) at least 5 business days prior to the report due date.

Grantee must submit the reports in the table below to Agency using the tool(s) provided by the Agency.

Reporting Requirements	Reporting Period	Due Date
Budget Plan submitted and approved by Agency	July 2023 – June 2025	within 30 days of executing the Grant
Site Report (Site Level Information)	July 2022 – June 2023	Within 30 days of Agreement Effective Date
Monthly Progress Report* (Enrollment Information)	Monthly (for the preceding month)	By the 15th of each month
Expenditures using the Agency-provided expenditure-report form.	Monthly (for the preceding month) or quarterly for the prior calendar quarter.	Must be submitted with each request for disbursement. Requests will not be approved without supporting and corresponding expenditure reports.
Quarterly Status Report (child & program outcomes)	Q1 (July-September) Q2 (October-December) Q3 (January-March) Q4 (April-June) Q5 (July-September) Q6 (October-December) Q7 (January-March) Q8 (April-June)	Q1 - 11/15/2023 Q2 - 2/15/2024 Q3 - 5/15/2024 Q4 - 7/31/2024 Q5 - 11/15/2024 Q6 - 2/15/2025 Q7 - 5/15/2025 Q8 - 7/31/2025
End of the year report	July 2023 – June 2024 July 2023 – June 2025	07/15/2024 7/15/2025

\*Data requested in Monthly Progress Reports may vary. Grantee must use DELC-provided template.



## EXHIBIT C

### EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

The Department of Early Learning and Care's (DELIC) work is in service to children, families, staff, and communities to support all of Oregon's young children and families to learn and thrive. DELIC recognizes that families and children must have access to family-centered resources and supports to address their unique needs

DELIC applies an asset-based mindset and strength-based approach to operationalize equity. An *asset-based mindset* focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance grantees' services. A *strengths-based approach* uses policies, practice methods and strategies to identify and draw upon the strengths of children, families, and communities to develop and enhance grantees' services.

DELIC supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It requires knowledge and capacity at distinct levels of intervention: structural, organizational, interpersonal, and individual.

#### **Program Expectations and Commitment to Children and Families**

To the extent permitted by law, Grantee's staff shall:

- a) Work to build a climate that promotes acceptance, inclusion, and respect of all individuals;
- b) Understand the communities they serve, in a non-static manner, including the communities' culture, values, norms, history, customs, and particular types of discrimination, marginalization, and exclusion they face in this country. Grantee's staff shall apply that knowledge to services it provides under this Grant in a responsive, non-limiting, and non-stereotyping manner;
- c) Whenever possible, interact with children and families according to their preferred language and cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs; and
- d) Engage in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive and to understand how these biases affect their work with children and families.

To the extent permitted by law, Grantee's leadership shall:

- a) Ensure that applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and
- b) Ensure that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment because of race, color,

religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

**Agency Expectations and Commitment to Grantees**

DELIC has identified four priority areas this biennium to partner with grantees in achieving equitable results: collaboration and cocreation with working partners, communities and families, supporting partners’ and families’ involvement in strategic planning, improving workplace workforce equity. Each of these four areas is described in more detail in the table below. **Grantee shall collaborate with DELIC to submit an Equity Plan annually that supports equity objective(s) and addresses how Grantee is achieving equitable results within the four Equitable Results Areas described below.** Some objectives and equitable results described below may not apply to Grantee. The Equity Plan will identify, track, and report the activities and metrics, including areas of disparate impact on communities. Grantee may request an Equity Plan template from the Agency for guidance.

Equitable Results Area	Description
Working Partners and Community Collaborators Engagement	<ul style="list-style-type: none"> <li>– Grantee collaborates and cocreates with working partners and community collaborators.</li> <li>– Grantee engages with working partners and community collaborators, including families, administrators, teachers, and Department of Early Learning and Care (DELIC), to discuss the issues and obtain insights.</li> </ul>
Working Partners and Community Collaborators Empowerment	<ul style="list-style-type: none"> <li>– Grantee supports working partners and community collaborators.</li> <li>– Grantee provides opportunities for staff, families, and communities to be involved in training, strategic planning and support their involvement.</li> </ul>
Workforce Equity	<ul style="list-style-type: none"> <li>– Grantee improves workforce equity.</li> <li>– Grantee progressively ensures that the identities of staff reflect the changing population of children and families served by the organizations in their geographical areas.</li> </ul>
Workplace Equity	<ul style="list-style-type: none"> <li>– Grantee improves workplace equity.</li> <li>– Grantee builds/improves an environment that promotes acceptance, inclusion and respect of all individuals.</li> </ul>