**Emergency Assistance to Non-Public Schools**

**Reimbursement Agreement**

**No. XXXXX**

This Reimbursement Agreement (“Agreement”) is entered into on [DATE], by and between the State of Oregon, acting by and through its Department of Education (“Agency”) and [NAME OF NON-PUBLIC SCHOOL](“Reimbursee”), a private or non-profit school located in the state of Oregon, both individually without distinction “Party” and collectively as the “Parties.”

1. **Authority.** TheEmergency Assistance to Non-Public Schools (EANS) program was authorized under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), Pub. L. No. 116-260 (December 27, 2020). Congress authorized the Emergency Assistance to Non-Publix Schools (EANS) program as part of the CRRSA Act’s Governor’s Emergency Education Relief Fund (GEER II Fund). The U.S. Department of Education (Department) awarded a portion of the GEER Fund under the CRRSA Act to Governors as a supplement to the Coronavirus Aid, Relief, and Economic Security (CARES) Act’s GEER Fund (Pub. L. No. 116-260 (March 27, 2020)). Relevant excerpts from Title III of the CRRSA Act regarding EANS regulations are found in Exhibit A.

Payment to Reimbursee under this Agreement is authorized pursuant to House Bill 5042 (2021), adopted by the Legislature on April 9, 2021 and signed into law on April 15, 2021.

1. **Agreement Term**. This Agreement is effective on the date it has been signed by an authorized representative of both Parties. This Agreement shall be effective through September 30, 2023.
2. **Purpose.** The purpose of the EANS program is to provide services or assistance to eligible non-public schools to address educational disruptions caused by COVID-19. The purpose of this Agreement is to reimburse COVID-19-related costs incurred by the Reimbursee from March 13, 2020 through December 31, 2020, as allowed under the criteria set forth in section III.

The Agency has determined the Reimbursee is eligible to receive reimbursements based on criteria in the CRRSA Act under section 312(d)(3)(C).

1. **Agency’s Authorized Representative is:**

Renee House, Operations and Policy Analyst

Federal Systems | Teaching, Learning & Assessments

255 Capitol Street NE, Suite 400; Salem, OR; 97070

503-947-2545

[Renee.house@ode.state.or.us](mailto:Renee.house@ode.state.or.us)

1. **Reimbursee’s Authorized Representative is:**

**Name, Title**

**Organization**

**Address**

**Phone**

**Email**

1. **Criteria for Reimbursement of COVID-19 Costs Under the EANS Act**
2. The Agency shall determine, at its sole discretion, whether a claim for reimbursement of costs for goods or services is allowable under the criteria set forth in the CRRSA Act Section 312(d)(4)(M).
3. In accordance with CRRSA Act Section 312(d)(4)(M), reimbursement of costs is allowed and may be requested by Reimbursee for the goods and services described in the attached Exhibit B (Reimbursement Claim Form).
4. Reimbursee must identify the requested reimbursement on the Reimbursement Claim Form, including category and amount.
5. Reimbursee must complete a new Reimbursement Claim Form for each new requested reimbursement. Reimbursements requested without a completed Reimbursement form will not be eligible for payment.
6. Once reviewed and approved by Agency, each completed Reimbursement Claim Form shall be incorporated into and become part of this Agreement.
7. Reimbursee must submit all requests for reimbursement to Agency by September 30, 2023. Any requests for reimbursement received by Agency after that date shall not be considered for possible reimbursement.
8. The terms of this Agreement shall apply to any reimbursement provided under this Agreement.
9. **Reimbursement Payment Amount.** Agency will reimburse Reimbursee up to and not-to-exceed **$00,000.00** for eligible goods and services as described in section IV of this Agreement.
10. **Payment.** Agency will pay Reimbursee within 45 days of receiving documentation for claims for reimbursement, and review and approval by Agency of documentation provided by Reimbursee. Reimbursee shall not be entitled to any reimbursement, payment, or compensation unless authorized in writing by Agency.
11. **Documentation.** 
    1. Claims for reimbursement of any items identified in Reimbursee’s EANS Reimbursement Claim Form must be accompanied with receipts, paid purchase orders, or other detailed documentation showing receipt of goods and services, the number of goods or services, and the amount paid by the Reimbursee.
    2. Reimbursee is not entitled to any reimbursement for claims submitted without adequate and Agency-approved documentation.
    3. Reimbursee is not entitled to any reimbursement for claims that do not reflect uses of the funds authorized under the CRRSA Act, including but not limited to Section 312(d)(4)(M) of the CRRSA Act.
    4. Agency may, at its sole discretion, require Reimbursee to provide additional documentation or information before providing reimbursement for a claim.
    5. There are no appeals for denial of a reimbursement item claim.
12. **Breach of Agreement.** Reimbursee shall assume sole liability for Reimbursee’s breach of the conditions of the Agreement, and shall, upon Reimbursee’s breech of Agreement terms and conditions that causes or requires the State of Oregon to return funds to the originator of these federal funds, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to originator of federal funds disbursed under this Agreement.
13. **Amendments:** The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement between the Agency and Reimbursee.
14. **Property Ownership.**  As required by Section 312(d)(7) of the CRRSA Act, Reimbursee shall secure on Agency’s behalf and in the name of Agency title to materials, equipment, and property purchased with the funds disbursed under the Agreement. Agency will determine, at its sole discretion, how materials, equipment, and property purchased with the funds disbursed under the Agreement will be disposed at the expiration of this Agreement. Determinations will be based on the life cycle cost of all durable goods.
15. **Severability.** The Parties agree that if any term or provision of this Agreement 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. **Survival.**  All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.
17. **Records.** The Parties shall create and maintain records documenting their reimbursement under this Agreement. The Oregon Secretary of State’s Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.
18. **Merger Clause; Waiver.** This Agreement constitutes the entire agreement between the Parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance for the specific purpose given. The failure of ODE to enforce any provision of this Agreement shall not constitute a waiver by ODE of that or any other provision.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Agreement 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 Agreement, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

**STATE OF OREGON acting by and through its**

**DEPARTMENT OF EDUCATION [non-public school]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature of Printed Name below) (signature of Printed Name below)

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Date Date

**Approved for Legal Sufficiency by:**

**Jake Hogue, SAAG, Oregon Department of Justice via email April 22, 2021**

**EXHIBIT A**

**FEDERAL TERMS AND CONDITIONS FOR EANS FUNDING ELIGIBILTY**

**UNDER THE CRRSA ACT**

Reimbursee shall abide by all terms, conditions, and requirements described at:

https://oese.ed.gov/offices/education-stabilization-fund/emergency-assistance-non-public-schools/

**EXHIBIT B**

**REIMBURSEMENT CLAIM FORM**

**FROM: [Name of non-public school]**

**DATE:**

**AGREEMENT NO: 00000 Reimbursement Claim #**

| **CATEGORY – A non-public school receiving services or assistance under the EANS program shall use such services or assistance to address educational disruptions resulting from COVID-19 for:** | **DESCRIPTION OF GOODS, SERVICES OR ASSISTANCE** | **COST PER UNIT or SERVICE** | **TOTAL REIMBURSMENT REQUEST** | **AMOUNT APPROVED FOR REIMBURSEMENT** |
| --- | --- | --- | --- | --- |
| 1. supplies to sanitize, disinfect, and clean school facilities; |  |  |  |  |
| 1. personal protective equipment (PPE); |  |  |  |  |
| 1. portable air purification systems to ensure healthy air in the non-public school; |  |  |  |  |
| 1. physical barriers to facilitate social distancing; |  |  |  |  |
| 1. other materials, supplies, or equipment to implement public health protocols, including guidelines and recommendations from the Centers for Disease Control and Prevention (CDC) for the opening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff during the qualifying emergency; |  |  |  |  |
| 1. expanding capacity to administer coronavirus testing to effectively monitor and suppress coronavirus, to conduct surveillance and contact tracing activities, and to support other activities related to coronavirus testing for students, teachers, and staff at the non-public school; |  |  |  |  |
| 1. educational technology (including hardware, software, connectivity, assistive technology, and adaptive equipment) to assist students, educators, and other staff with remote or hybrid learning; |  |  |  |  |
| 1. leasing of sites or spaces to ensure safe social distancing to implement public health protocols including guidelines and recommendations from the CDC; and |  |  |  |  |
| 1. reasonable transportation costs. |  |  |  |  |

Authorized Signature

Printed Signature

Date

**ODE Authorization (if Approved):**

Authorized Signature

Printed Signature

Date

**DOCUMENTATION ACCEPTED**

Agency will accept the following kinds of documentation in support of claimed reimbursements:

1. Paid invoices with General Ledger showing payments. Invoices must have company letterhead or logo and date of purchase.
2. Store receipts with description of products purchased. Must include amounts and cost per item. Attach back-up documentation if needed. Store receipts must show store name or logo and date of purchase.
3. Subscription services to online platforms for online learning or hybrid learning and dates of service.
4. Copies of lease or rental agreements for portable buildings or space and effective date and expiration date (from start date to end date).
5. Other documentation that shows purchase, date of purchase, description of item or service purchases, company or store name or logo, total amount, and cost per item.

Agency reserves the right to request or require additional documentation to support a claimed expense or reimbursement.