

# STATE OF OREGON



## COVER PAGE

OREGON DEPARTMENT OF EDUCATION

### **AMERICAN INDIAN/ ALASKA NATIVE STUDENT SUCCESS PLAN GOAL 1: STUDENT SUCCESS**

Request for Grant Applications (“RFA”)

**ODE-1154-20**

Date of Issue: September 16, 2020

Closing Date: October 16, 2020

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## SECTION 1: GENERAL INFORMATION

### 1.1 PURPOSE

The State of Oregon, acting by and through the Department of Education, (“Agency”), is issuing this Request for Grant Applications (“RFA”) to provide grant funding to implement the 2020-2021 American Indian/ Alaska Native Student Success Plan (the “Plan”), as directed by the Oregon Legislature in House Bill 3427 of the 2019 legislative session (“HB 3427”).

Additional details are included in the Scope of Activities section.

### 1.2 GRANT AMOUNT AND DURATION

Agency anticipates the award of multiple Grant Agreements (each a “Grant”) from this RFA. The term of each Grant is anticipated to be 1 year (July 1, 2020 through June 30, 2021). The maximum amount of each Grant is anticipated to be \$150,000.00.

### 1.3 ELIGIBILITY

To be eligible for a Grant under this RFA, Applicants must be:

- An early learning hub or early learning provider;
- A school district;
- An education service district;
- A post-secondary institution of education;
- A Community-Based Organization or Culturally Responsive organization working to design, implement, improve, expand, or otherwise revise programs and services for American Indian/ Alaskan Native students;
- A Tribe; or
- A partnership or consortium:
  - If the partnership or consortium includes an early learning hub or early learning provider, school district, education service district, post-secondary institution of education, or Community-Based Organization, the partnership or consortium must also include a Tribe or a Culturally Specific Organization that works with American Indian/ Alaska Native students.
  - If the partnership or consortium includes a Tribe, the partnership or consortium must also include an early learning hub or early learning provider, school district, education service district, or post-secondary institution of education.

Funding for Grants awarded to partnership Applications will be provided only to eligible entity types.

All projects must serve at least 10 American Indian/ Alaska Native students in alignment with Title VI of the Every Student Succeeds Act: <http://www.everystudentsucceedsact.org/title-vi>.

### 1.4 SCHEDULE

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

dates listed are subject to change. N/A denotes that event is not applicable to this RFA.

Event	Date	Time
Pre-Application Webinar	September 21, 2020	9:00 AM
Questions/ Requests for Clarification Due	September 30, 2020	4:00 PM
Closing (Applications Due)	October 16, 2020	4:00 PM
Issuance of Award (approximate)	November 6, 2020	

## 1.5 SINGLE POINT OF CONTACT (SPC)

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

## SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

### 2.1 AUTHORITY

Agency is issuing this RFA pursuant to its authority under ORS 329.843, which establishes a statewide education plan for students who are enrolled in early childhood through post-secondary education and:

- Are American Indian or Alaskan Native; and
- Have experienced disproportionate results in education due to historical practices, as identified by the State Board of Education by rule.

### 2.2 DEFINITION OF TERMS

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

- **Addendum or Addenda:** means an addition to, deletion from, a material change in, or general interest explanation of this RFA.
- **American Indian/ Alaska Native Student Success Plan (the "Plan"):** means the plan established by ORS 329.843 and adopted by the State Board of Education on May 21, 2020.
- **Applicant:** means an entity who submits an Application in response to this RFA.
- **Application:** means a written response to this RFA.
- **Closing:** means the date and time specified in this RFA as the deadline for submitting Applications.
- **Community-Based Organization:** means a nonprofit organization that is representative of a community or significant segments of a community, which is located within or in close proximity to the community it serves. This includes Culturally Specific Organizations that have an expressed mission of providing

services to specific populations within a community.

- **Culturally Inclusive:** means an organization or system that actively welcomes individuals from systemically oppressed groups. Inclusion advocates that diversity of identity and experience contributes meaningfully to a group in a positive and mutually beneficial way. It focuses on increasing the presence of people who are not currently represented in the existing organization or system.
- **Culturally Responsive:** means the implicit use of the cultural knowledge, prior experiences, frames of reference, and performance styles of students served by the plan to make learning more appropriate and effective for them.
- **Culturally Specific Organization:** means a local organization, led and staffed by persons of color, that primarily serves communities of color. This type of organization demonstrates intimate knowledge of lived experience of the community, including but not limited to:
  - the impact of structural and individual racism or discrimination on the community;
  - knowledge of specific disparities documented in the community and how that influences the structure of their program or service;
  - the ability to describe the community's cultural practices, health and safety beliefs/ practices, positive cultural identity/ pride/ resilience, immigration dynamics, religious beliefs, etc. and how their services have adapted to those cultural norms.
- **Evaluation Committee:** means the group of people who will evaluate and score Applications submitted in response to this RFA.
- **State:** means the State of Oregon.
- **Tribe(s):** means a federally recognized tribal government in Oregon: Burns Paiute Tribe; Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians; Cow Creek Band of Umpqua Tribe of Indians; Confederated Tribes of Grand Ronde; Confederated Tribes of Siletz Indians; Confederated Tribes of the Umatilla Indian Reservation; Confederated Tribes of Warm Springs; Coquille Indian Tribe; and the Klamath Tribes.

## 2.3 OVERVIEW

### 2.3.1 Office of Indian Education

The mission of Agency's Office of Indian Education is to support the efforts of early learning entities, local educational agencies, Tribes, organizations, post-secondary institutions of education, and other entities to meet the unique cultural, language, and educational needs of American Indian/ Alaska Native students; and to ensure that all students have the supports needed to be successful.

### 2.3.2 BACKGROUND

Agency's American Indian/ Alaska Native Student Success Plan provides communities with a refreshed mission that centers shared goals and sets specific data-driven priorities designed to meet the needs of American Indian/ Alaska Native students in Oregon. The Plan is grounded with the overarching goal of success for these students as well as out-of-school youth.

The purpose of the Plan is to share a vision and identify actionable strategies for working

together to achieve that vision. The Plan contains objectives that will increase attendance and high school graduation rates, and create a pathway for equity and excellence for all American Indian/ Alaska Native students.

### 2.3.3 GOALS

According to the latest *American Indian/ Alaska Native Students in Oregon: A Review of Key Indicators Report (2018-2019)*, Oregon reported 7,101 students as American Indian/ Alaska Native, representing 1.2 percent of students enrolled in Oregon public schools. However, being inclusive of American Indian/ Alaska Native students who additionally identified as Latino/a/x or multi-racial, the numbers of American Indian/ Alaska Native combination students increased enrollment to 53,159, representing 9.2 percent of students enrolled in Oregon. This is the fifth year of decline for American Indian/ Alaska Native identified students, accounting for a decrease of 11 percent of enrolled students from 2014-2015.

To support the over 50,000 American Indian/ Alaska Native students in Oregon, the Grant program for the American Indian/ Alaska Native Student Success Plan establishes the goal that all students who are enrolled in early learning programs, school districts, or post-secondary institutions in Oregon are engaged and empowered through relevant, rigorous learning opportunities. These opportunities must foster equity and excellence so that American Indian/ Alaska Native students can succeed.

The goal of this RFA is to provide funds to Applicants who have an in-depth understanding of the unique needs of American Indian/ Alaska Native students, and who have the potential to become exemplar programs that will create collaborative practices relating to strategies outlined in the Plan.

## 2.4 SCOPE OF ACTIVITIES

### 2.4.1 Goal 1 of the Plan: Student Success

Applicants must address one or more of the following goals of the plan:

- Objective 1: Adopt and support increased accuracy for the identification criteria of American Indian/ Alaska Native students enrolled in early learning, K-12, and post-secondary institutions;
- Objective 2: Increase access to high quality, community-based early learning programs that create and utilize culturally supportive environments that prepare American Indian/ Alaska Native students for kindergarten;
- Objective 3: Decrease the occurrences and over-representation of American Indian/ Alaska Native students experiencing academic suspensions, expulsions, or pushouts;
- Objective 4: Increase attendance and graduation rates of American Indian/ Alaska Native students in Oregon;
- Objective 5: Increase the occurrences of successful student transitions at all levels; and/or
- Objective 6: Increase enrollment and access for American Indian/ Alaska Native students in post-secondary education, career and technical education programs, and programs that encourage career readiness.

The complete Plan can be viewed at: <https://www.oregon.gov/ode/students-and-family/equity/NativeAmericanEducation/Documents/FINAL->

[%20Native%20Student%20Success%202020.docx.pdf](#) and is also included as Attachment D.

## **2.4.2 Reporting and Accountability**

Successful Applicants will be required to report project outcomes and provide evidence that demonstrates progress toward meeting goals. These reports may include, but are not limited to: quarterly progress reports, expenditure reports, data on specific project activities, a final report, and other information as needed (e.g., changes to program logic model, progress timeline, plans for sustaining the program, etc.).

# **SECTION 3: REQUIREMENTS AND EVALUATION**

## **3.1 MINIMUM APPLICANT REQUIREMENTS**

### **3.1.1 Application Format and Quantity**

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

Applicant must submit one electronic copy of its Application to the SPC listed on the Cover page of this RFA.

## **3.2 GRANT PROCESS**

### **3.2.1 Public Notice**

The RFA, including all Addenda and attachments, is published on Agency's website at <https://www.oregon.gov/ode/students-and-family/equity/NativeAmericanEducation/Pages/default.aspx> as well as in the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. RFA documents will not be mailed to prospective Applicants.

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

### **3.2.2 Questions/ Requests for Clarification**

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

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

identified in the Schedule.

### **3.2.3 Pre-Application Webinar**

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

The purpose of the pre-Application webinar is to:

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

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

#### **3.2.3.1 Attendance at Pre-Application Conference**

Prospective Applicants can register for the Pre-Application Webinar here:

<https://attendee.gotowebinar.com/register/6985716749669980685>

### **3.2.4 Application Submission**

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

**Secure File Transfer.** An electronic version of the complete Application must be submitted to the SPC using the secure file transfer system available on Agency's district website:

<https://district.ode.state.or.us/apps/xfers/>.

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

### **3.2.5 Modification or Withdrawal of Applications**

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

### **3.2.6 Application Due Date**

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

modifications or withdrawals must be completed prior to Closing.

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

### **3.2.7 Application Rejection**

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

Applicant fails to substantially comply with all prescribed RFA procedures and requirements;

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

## **3.3 APPLICATION CONTENT REQUIREMENTS**

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

### **3.3.1 Applicant Information and Certification Sheet**

Applicant must complete and submit the Applicant Information and Certification Sheet (Attachment B).

### **3.3.2 Application Narrative**

Applicant must complete and submit a narrative that addresses the elements described below. The narrative must not exceed 5 pages. Applicants should use definitive verbs in their narrative to describe what Applicant "will" do rather than aspirational verbs such as "hopes", "expects", "intends", "plans", or similar verbs that do not express a firm commitment to undertake a specific action.

#### **3.3.2.1 Applicant and Community Overview**

Applications must describe Applicant's mission, goal, and philosophy for providing services within a community; and must describe the Applicant's experience providing similar services as those described in this RFA. Application must describe the unique elements and challenges experienced by the American Indian/ Alaska Native community within Applicant's service area, and must state whether Applicant serves a rural area.

#### **3.3.2.2 Project Need**

Application must discuss the issues faced by the community (ies) served and how the

Applicant's project will address them.

### **3.3.2.3 Project Description**

Application must describe the proposed project, including the following elements:

- A description of the project activities and how they address Goal 1 - Student Success of the Plan. Application must indicate which objectives are being addressed by the project.
- Forecasted project timeline (Grant term is July 1, 2020 to June 30, 2021; Applicant's project must fall within this period).
- A discussion that details how the project demonstrates commitment and readiness to use best practices and provide programming and services that are Culturally Responsive and/or Inclusive to address the needs of students served by the Plan.
- A description of the unique positional opportunity provided to the Applicant by strategic community relationships and partnerships.
- For existing programs or services that are being scaled up, Application must include data that demonstrates the majority of students served are American Indian/ Alaska Native.
- For new programs or services, Application must include information about how the program or services will serve American Indian/ Alaska Native students; and must highlight key people involved with the new program or service.
- Application should cite any relevant data or literature used to support Applicant's project approach.

### **3.3.2.4 Progress Evaluation**

Application must describe how project success will be measured and evaluated.

### **3.3.2.5 Community Engagement**

Application must describe how Applicant will engage the community in their project.

Application should clearly demonstrate deep and authentic partnerships with members of the American Indian/ Alaska Native community:

- Identify the type of partners involved in the project;
- Describe how partners will be continually involved in the project; and
- Include letters of support or other evidence to demonstrate Applicant is currently working with the American Indian/ Alaska Native community.

### **3.3.2.6 Sustainability**

Application must describe the project's sustainability for 2 years after Grant funding ends.

### **3.3.3 Budget Worksheet**

Applicant must complete and submit a detailed budget with narrative utilizing Attachment C

or a similar format that clearly identifies reasonable costs associated with fulfilling the RFA.

At a minimum, the budget must include the following elements:

- Description of project activities and their costs;
- Personnel costs, including identification of roles and responsibilities for any staff funded by the Grant;
- Supplies; and
- Administrative costs (including indirect)\*

\*Administrative costs, including indirect costs, will be allowed as a percentage of the Grant funds disbursed under a Grant, in an amount that does not exceed 5%.

Agency is working to increase this percentage to 10%. Approval to or denial of this change is pending; resolution is anticipated by December 2020. As such, Applicant is welcome to provide an alternative budget that uses the increased administrative costs percentage effective January 1, 2021 if needed. Applicants who submit an alternative budget must still submit a budget that uses the existing 5% administrative costs limit.

### **3.3.4 Public Record**

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

## **3.4 EVALUATION PROCESS**

### **3.4.1 Responsiveness Determination**

Applications received prior to Closing will be reviewed for responsiveness to all RFA requirements. If the Application is unclear, the SPC may request clarification from Applicant. However, clarifications may not be used to rehabilitate a non-responsive Application. If the SPC finds the Application non-responsive, the Application may be rejected, however, Agency may waive minor mistakes in its sole discretion.

### **3.4.2 Evaluation Criteria**

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

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

information not included in the original Application.

EVALUATION CRITERIA	POINTS POSSIBLE
<b>Evaluation Item 1: Application Narrative</b>	
<b>Applicant and Community Overview:</b>	
<ul style="list-style-type: none"> <li>How well does Applicant’s mission, goal(s), and philosophy for providing services within a community as well as Applicant’s experience position Applicant to successfully address the challenges in Applicant’s service area?</li> </ul>	5
<ul style="list-style-type: none"> <li>Applicant serves a rural area.</li> </ul>	10
<b>Project Need:</b>	
<ul style="list-style-type: none"> <li>How well does Applicant’s project address the issues faced by the community(ies) served by the project?</li> </ul>	10
<b>Project Description:</b>	
<ul style="list-style-type: none"> <li>To what extent does Applicant describe a meaningful project as it relates to Goal 1 – Student Success of the Plan?</li> </ul>	40
<b>Progress Evaluation:</b>	
<ul style="list-style-type: none"> <li>To what extent does Applicant’s proposed evaluation plan adequately measure progress and success?</li> </ul>	10
<b>Community Engagement:</b>	
<ul style="list-style-type: none"> <li>How well does Applicant engage the community?</li> </ul>	10
<b>Sustainability:</b>	
<ul style="list-style-type: none"> <li>To what extent is Applicant’s project sustainable beyond the Grant funding?</li> </ul>	5
<b>Evaluation Item 2: Budget</b>	
<ul style="list-style-type: none"> <li>To what extent is Applicant’s budget thorough and reasonable for the proposed project?</li> </ul>	25
<b>TOTAL POINTS POSSIBLE</b>	<b>115</b>

### 3.5 NEXT STEP DETERMINATION

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

- Establishing a competitive range
- Presentations/ demonstrations/ additional submittal items
- Interviews

If Agency elects to conduct additional round(s), Agency will provide written notice to all Applicants describing the next step. At any time, Agency may dispense with the selected

additional round and: (1) issue an award to the highest ranking Applicant; (2) elect to conduct an alternative round of competition; or (3) cancel the RFA.

## **SECTION 4: AWARD AND NEGOTIATION**

### **4.1 AWARD NOTIFICATION PROCESS**

#### **4.1.1 Award Consideration**

Agency, if it awards a Grant, will award a Grant to the highest ranking Applicant(s) based upon the scoring methodology and process described in the Requirements and Evaluation section. Agency may award less than the full scope described in this RFA.

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

### **4.2 SUCCESSFUL APPLICANT SUBMISSION REQUIREMENTS**

#### **4.2.1 Insurance**

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

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

#### **4.2.2 Taxpayer Identification Number**

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

#### **4.2.3 Business Registry**

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

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

### **4.3 GRANT NEGOTIATION**

#### **4.3.1 Negotiation**

By submitting an Application, Applicant agrees to comply with the requirements of the RFA,

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

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

In the event the parties have not reached mutually agreeable terms within 7 calendar days, Agency may terminate negotiations and commence negotiations with the next highest-ranking Applicant.

## **SECTION 5: ADDITIONAL INFORMATION**

### **5.1 GOVERNING LAWS AND REGULATIONS**

This RFA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFA, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or from the jurisdiction of any court.

### **5.2 OWNERSHIP/ PERMISSION TO USE MATERIALS**

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

### **5.3 CANCELLATION OF RFA; REJECTION OF APPLICATIONS; NO DAMAGES**

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

Application.

#### **5.4 COST OF SUBMITTING AN APPLICATION**

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

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

ATTACHMENT A	SAMPLE GRANT
ATTACHMENT B	APPLICANT INFORMATION AND CERTIFICATION SHEET
ATTACHMENT C	BUDGET (TEMPLATE USE OPTIONAL)
ATTACHMENT D	AMERICAN INDIAN/ALASKA NATIVE STUDENT SUCCESS PLAN

## ATTACHMENT A – SAMPLE GRANT

### STATE OF OREGON GRANT AGREEMENT

Grant No. [XXXXXX]

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

#### AUTHORITY

Pursuant to [insert authority], Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

#### PURPOSE

The purpose of this Grant is to support Grantee’s implementation of Goal 1 – Student Success – of the 2020-2021 American Indian/ Alaska Native Student Success Plan.

#### EFFECTIVE DATE AND DURATION

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

#### GRANT MANAGERS

##### 4.1 Agency’s Grant Manager is:

[NAME]  
[ADDRESS]  
Phone: ###-###-####  
[EMAIL]

##### 4.2 Grantee’s Grant Manager is:

[NAME]  
[ADDRESS]  
Phone: ###-###-####  
[EMAIL]

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

## PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

## GRANT FUNDS

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

## DISBURSEMENT GENERALLY

### 7.1 Disbursement.

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

### 7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

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

of disbursement(s) with the same effect as though made on the date of disbursement.

- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding

*[Section 7.4: Strongly encouraged if using General or Lottery Funds; okay to use with any funding source.]*

- 7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

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

## REPRESENTATIONS AND WARRANTIES

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

- 8.1.1** Grantee is a [insert type of entity: school district, education service district, non-profit entity, university, unit of local government, etc.] duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or

governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents,

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

## INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## INSURANCE

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

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

## GOVERNING LAW, JURISDICTION

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

## 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.

## 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 money is available from, the Funding Source.

## REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## WITHHOLDING FUNDS, RECOVERY

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

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

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## TERMINATION

18.1 **Mutual** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 **By Agency.** Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

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

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

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

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

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

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

## MISCELLANEOUS

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

- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or

obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the "Project")
  - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SIGNATURES

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

CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

**STATE OF OREGON acting by and through its Department of Education**

By: \_\_\_\_\_

[Name, Title]

\_\_\_\_\_  
Date

**[Grantee Name]**

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

By: \_\_\_\_\_

[Name, Title]

\_\_\_\_\_  
Date

## EXHIBIT A THE PROJECT

### SECTION I. BACKGROUND AND GOALS

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

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

**Indirect/Administrative Costs.** Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed [XX]%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

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

### SECTION III. ACCESSIBILITY

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

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

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

## SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

## SECTION V. DISBURSEMENT PROVISIONS

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

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

Upon receipt of Grantee's request for disbursement, Agency will provide an initial disbursement of Grant Funds in the amount of \$ [XXXXXX]. Grantee must submit a report detailing the expenditure of this

initial disbursement when it submits its first quarterly request for disbursement. All subsequent disbursements will be only for reimbursement of moneys expended or contractually committed by Grantee for the Project.

## EXHIBIT B

### INSURANCE

#### INSURANCE REQUIREMENTS

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

#### WORKERS' COMPENSATION

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

#### COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not required

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

#### AUTOMOBILE LIABILITY INSURANCE

☐ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ [XXXXXX] for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

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

### **PROFESSIONAL LIABILITY**

☐ Required ☐ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$ [ ] per claim. Annual aggregate limit may not be less than \$ [ ]. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

☐ Required ☐ Not required

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

### **CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

☐ Required ☐ Not required

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

### **EXCESS/UMBRELLA INSURANCE**

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

### **ADDITIONAL INSURED**

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

### **WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain,

and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

## **TAIL COVERAGE**

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

## **CERTIFICATE(S) AND PROOF OF INSURANCE**

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto:ode.insurance@ode.state.or.us) or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

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

## **INSURANCE REQUIREMENT REVIEW**

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

## **STATE ACCEPTANCE**

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

## ATTACHMENT B

### APPLICANT INFORMATION AND CERTIFICATION SHEET

Legal Name of Applicant : \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Oregon Business Registry Number (if required): \_\_\_\_\_

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

1. Applicant understands and accepts the requirements of this RFA. By submitting an Application, Applicant agrees to be bound by the Grant terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFA.
2. Applicant acknowledges receipt of any and all Addenda to this RFA.
3. If awarded a Grant, Applicant agrees to perform the scope of work and meet the performance standards set forth in the final negotiated Grant.
4. I have knowledge regarding Applicant's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Applicant is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
5. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subgrants or contracts, Applicant does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
6. Applicant complies with ORS 652.220 and does not unlawfully discriminate against any of Applicant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.
7. Applicant and Applicant's employees, agents, and subcontractors are not included on:
  - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
  - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>

8. Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant's status regarding conflict of interest, Applicant shall promptly notify the State in writing.
9. Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Applicant Certification Sheet are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
10. Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under a resulting Grant being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. Applicant acknowledges these certifications are in addition to any certifications required in the Grant at the time of Grant execution.

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Authorized Signature

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Date

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(Printed Name and Title)

## ATTACHMENT C – BUDGET TEMPLATE

Title of Project: American Indian/ Alaska Native Student Success

Project Start Date: \_\_\_\_\_  
(must fall between 7/1/2020 – 6/30/2021)

Project End Date: \_\_\_\_\_

Please reference Section 3.3.3 of the RFA for instructions.

	GRANT	OTHER SOURCE*	IN-KIND*	TOTAL
<b>A. Staff</b>				
Salaries				
Benefits				
In-State Travel				
Professional Development				
Other (describe)				
<b>B. Students</b>				
In-State Travel				
Supplies				
Other (describe)				
<b>C. Supplies and Equipment</b>				
Office Supplies (phone, copier, etc.)				
Instructional Supplies				
Equipment				
Other (describe)				
<b>D. Administrative Costs (including indirect), 5% maximum</b>				
<b>E. Other (describe)</b>				
<b>TOTALS:</b>				

**\*Matching funds from other sources are not required.**

## ATTACHMENT D –PLAN



# American Indian / Alaska Native Student Success Plan 2020-2025

It is the policy of the State Board of Education and a priority of the Oregon Department of Education that there will be no discrimination or harassment on the grounds of race, color, sex, marital status, religion,

national origin, sexual orientation, age or disability in any educational programs, activities, or employment. Persons having questions about equal opportunity and nondiscrimination should contact the Oregon Department of Education, 255 Capitol Street NE, Salem, OR 97310; Telephone (503) 947-5600; Fax (503) 378-5156

## **FOREWARD**

The newly created Office of Indian Education (OIE) at the Oregon Department of Education is pleased to share the new strategic American Indian/ Alaska Native (AI/AN) Student Success Plan. This five-year state plan will guide agency decision-making through 2020-2025. This plan provides our communities with a refreshed mission that centers shared goals and sets specific data-driven priorities designed to meet the needs of AI/ AN students in the state of Oregon. We grounded this plan with the overarching goal of success for AI/ AN students and out-of-school youth.

Development of the AI/ AN Student Success Plan was a collaborative effort shared by the AI/AN Advisory Committee Members, AI/ AN students and youth, tribes, Oregon Department of Education (ODE) leadership, the Government-to-Government Education Cluster (comprised of appointed representatives from each of the nine federally recognized tribes in Oregon), the general AI/AN community and other committed stakeholders. By engaging the wider community through public community conversations and data analyses, OIE worked to center the voices, needs and experiences of AI/ AN students and youth. The OIE team shared leadership over several months to create a five-year roadmap with set objectives that will improve the ways the Oregon Department of Education supports equity and excellence for each AI/AN student.

In each section, we have identified specific objectives, strategies and key indicators that will allow us to measure the state's progress and prioritize resources in a way that honors our mission, vision and values and centers the communities we serve as a whole.

## **STUDENT SUCCESS PLAN**

The purpose of the American Indian/ Alaska Native Student Success Plan is to share a vision and identify actionable strategies for working together to achieve that vision. The AI/ AN Student Success Plan is a proven strategy that will increase attendance rates, high school graduation rates and create a pathway for equity and excellence for all AI/AN students.

### **Mission for the Office of Indian Education:**

The mission of the Office of Indian Education is to support the efforts of local educational agencies, tribes, organizations, postsecondary institutions, and other entities to meet the unique cultural, language, and educational needs of our American Indian/ Alaska Native students; and ensure that all students have the supports needed to be successful.

## Vision for the Office of Indian Education:

Our traditional Native cultures and values are the foundations of our learning, therefore, the Office of Indian Education shall:

- Promote the understanding and use of educational sovereignty;
- Support use of traditional knowledge and language;
- Improve educational opportunities and results in our communities; and
- Continue to support individual identities of our Native students and youth.

## SHARED HISTORY

The historical legacy of education and its efforts for the sovereign tribal Nations in the state of Oregon spans across hundreds of years and largely has been an adversarial topic until recently.

The United States has a unique federal trust responsibility noted by the Supreme Court in the [United States v. Mitchell, 1983](#) which stems from the treaties signed between sovereign tribes and the U.S Government in the 1800s. The treaties signed between the U.S Government and tribes provided provisions outlined by the government that promised tribes access to education largely in exchange for land and rights.

Starting in 1860, military-based facilities were rehabilitated into boarding schools for Native American children. In addition to these government-run boarding schools, church-based mission schools became the standard for government-provided education for tribes. Government policy allowed children to be forcibly removed from their homes and communities. They were sent to boarding schools often located thousands of miles away. These schools were grossly underfunded, overcrowded and poorly maintained. These conditions were documented in the [Meriam Report](#) in 1928 and in 1969, and the [Kennedy Report](#) titled Indian Education: A National Tragedy - A National Challenge. Sadly, 88 years later, President Obama released the [2014 Native Youth Report](#) and the conditions have not changed for our American Indian/Alaska Native youth who experience institutional challenges and barriers to accessing educational opportunities.

It is documented that the forcible removal of Native American children from their families and their communities was a deliberate process of assimilation. On arrival at school, children's hair was cut, their traditional clothing removed, and their Native languages forbidden. Children as young as four years of age endured rampant emotional, physical, sexual and mental abuse, and many children died <sup>1</sup> while in the care of boarding schools.

Currently, policymakers and leaders recognize the trauma that children and communities have faced as a result of these assimilation policies moving towards strengthening better educational

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<sup>1</sup> "Education Death by Civilization" published in The Atlantic , March 8, 2019

policies and practices through Government-to-Government relationships at the federal, state and tribal levels.

## SHARED FUTURE

In 2011, the State of Oregon enacted legislation (ORS 350.014) that created the 40-40-20 goal for Oregon's educational achievement that by 2025:

- 40% of Oregonians will complete a 4-year degree,
- 40% of Oregonians will complete a 2-year degree or certificate, and
- 20% will earn a high school diploma or the equivalent.

In 2013, the Oregon Department of Education hired 1 full-time staff dedicated to support the 40-40-20 goal for American Indian / Alaska Native (AI/ AN) students. In 2014, ODE brought together the American Indian / Alaska Native Advisory Panel, a panel of 29 members representing tribes, school districts, early learning programs, postsecondary Institutes, Tile VI Indian Education, non-profit organizations, community-based organizations, and AI/ AN communities from across the state.

Over a nine-month collaborative process, the Advisory Panel members provided feedback and guidance in order to update the state's 20-year old American Indian/Alaska Native Education State Plan. The plan generated by the American Indian / Alaska Native Advisory Panel was approved by the State Board of Education. It included 11 state educational objectives with accompanying strategies and measurable outcomes extending efforts through the 2015-2017 academic year. In 2016, ODE hired an additional Education Specialist.

In 2017, the Advisory Committee began updating the plan and its objectives. It is important to recognize that over 20 years ago, the Oregon American Indian / Alaska Native Education State Plan was originally approved by members and educators within American Indian and Alaska Native communities, the State Board of Education, and staff of the Oregon Department of Education. This newly revised plan, outlined in the document below, honors this previous work and builds on that wisdom, while also being mindful of the changing educational landscape of Oregon. The plan is the product of this process and is a road map for state efforts to improve opportunities and outcomes for AI/ AN students in Oregon.

The AI/ AN State Advisory Committee on Indian Education strategically aligned the plan with the ODE's strategic goals and key initiatives, including boosting attendance and graduation rates for American Indian / Alaska Native students, providing culturally relevant professional development for school district staff, increasing recruitment and retention of Native teachers, and implementing historically accurate, culturally-embedded Native American curriculum and instructional materials across the K-12 system.

In September 2017, the American Indian / Alaska Native Students In Oregon: A Review of Key Indicators<sup>2</sup> report was published. The primary data source for this report is available on the ODE website at [Reports and Data](#). This data was utilized to drive discussions and create objectives outlined in the revised 2018-2023 American Indian Alaska Native Education Plan. It is important to recognize, these objectives are not all inclusive but a guide to improve educational outcomes including system improvements for our AI/AN students.<sup>31</sup>

During the 2019 legislative session, the American Indian / Alaska Native Student Success plan was codified into law under the [Student Success Act](#).

All objectives outlined in this plan is an overarching effort to increase graduation rates for AI/AN students in which these students and youth meet and exceed statewide averages for all students and youth.

## SHARED LEADERSHIP

The AI/AN State Advisory Committee on Indian Education was created to advise the Oregon Department of Education on educational matters affecting American Indian and Alaska Natives, with a focus on the following priorities:

- American Indian Student Success Outcomes
- Increase Graduation, increase achievement by closing opportunity gaps, increase attendance, and address disproportionate discipline
- Diversity educator advancement, recruitment and workforce development
- School, district, community, tribal support and engagement
- Professional development
- Curriculum and instructional development

The AI/ AN State Advisory Committee provides guidance, input, advocacy and recommendations on policy, rules and legislation related to Indian Education. They recommend goals and measurable objectives for the American Indian/ Alaska Native Student Success Plan to implement by the Oregon Department of Education. The State of Oregon has long recognized and emphasized the importance of continued communication and partnership with the nine federally recognized sovereign tribes in Oregon, so the Government-to-Government Education Cluster organized under the Governor's Executive Order No. 96-30: State/ Tribal Government-to-Government Relations provide approval to the Advisory Committee.

The AI/ AN State Advisory Committee includes 18 designated representatives from:

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<sup>2</sup>

<sup>31</sup> American Indian / Alaska Native Students In Oregon: A Review of Key Indicators, Oregon Department of Education September 2017. [http://www.oregon.gov/ode/reports-and-data/researchbriefs/Documents/Internal/American\\_Indian\\_Alaska\\_Native\\_Students\\_In\\_Oregon.pdf](http://www.oregon.gov/ode/reports-and-data/researchbriefs/Documents/Internal/American_Indian_Alaska_Native_Students_In_Oregon.pdf)

- Oregon's nine (9) Federally-recognized tribal governments
- Metro/Urban (Portland, Salem, Beaverton, Eugene/Springfield)
- Rural Title VI representative
- Early childhood representative
- Higher education representative
- Oregon Indian Education Association (OIEA)
- At-large representation

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Current 2020 AI/AN State Advisory Committee on Indian Education Members

Last Name	First Name	Employer	Tribal Affiliation
Bahe	Vanessa		Burns Paiute Tribe
Beers	Jesse		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
Bettles	Julie		Klamath Tribes
Butterfield	Robin		Winnebago/ Chippewa
Culbertson	Brandon		Northern Arapaho/ Fort Peck Tribes
Henderson	Tamara (Chair)		Laguna Pueblo
Henry	Sandy		Cow Creek Band of Umpqua Tribe of Indians
Hess	Will		Klamath Tribes
Hunt	Tammie		Cow Creek Band of Umpqua Tribe of Indians
Jones	Mercedes		Confederated Tribes of Grand Ronde
Kosey	Sally		(Alternate) Confederated Tribes of the Umatilla Indian Reservation
Mansayon	Chris	Western Oregon University	Confederated Tribes of Grand Ronde
Minthorn	Modesta		Confederated Tribes of the Umatilla Indian Reservation
Minthorn	Scott		(Alternate) Confederated Tribes of the Umatilla Indian Reservation
Moody-Jurado	Sonya		Confederated Tribes of Siletz Indians
Morrill	Angie	Portland Public Schools	Klamath Tribes

Sabzalian	Leilani	University of Oregon, Springfield Title VI	Alutiiq
Smoker-Broaddus	Mandy	Education Northwest	
Switzler	Valerie		Confederated Tribes Of Warm Springs
Wheeler	Bridgett		Coquille Indian Tribe
Youngman	Beverly		Confederated Tribes of Siletz Indians

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Current 2020 AI/AN State Advisory Committee on Indian Education Contributing Members

Last Name	First Name	Employer	Tribal Affiliation
Butler	Angie	Oregon Health Authority	N/A
Campbell	April	Oregon Department of Education	Confederated Tribes of Grand Ronde
Garcia	Shadiin	Oregon Department of Education Educators Advancement Council	The Pueblo of Laguna
Halcomb	Ramona	Oregon Department of Education	Confederated Tribes of Umatilla Indian Reservation
Minahan	Trinity	Oregon Department of Education	Confederated Tribes of Siletz Indians
OtherBull	Deleana	Oregon Department of Education	Crow Nation / Northern Cheyenne
Pearson	Lindsey	Oregon Department of Education Early Learning Program	N/A
Rivera-Lindstrom	RudyAnn	Higher Education Coordinating Commission (HECC)	N/A
Rosilez	Tony	Teacher Standards and Practices Commission (TSPC)	N/A

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**GOAL 1****AMERICAN INDIAN AND ALASKA NATIVE STUDENT SUCCESS**

*All students enrolled in early learning programs, school districts, and post-secondary institutions in Oregon are engaged and empowered through relevant, rigorous learning opportunities that foster equity and excellence so that AI/AN students can succeed.*

**IDENTIFICATION**

According to the latest *American Indian / Alaska Native Students In Oregon: A Review of Key Indicators Report*, in 2018-2019 Oregon reported 7,101 students as AI/AN – Alone representing a 1.2 percent of students enrolled in Oregon public schools. However, being inclusive of AI/ AN students who additionally identified as Latino/a/x or Multi-Racial, the numbers of AI/ AN combination students increased enrollment to 53,159, representing 9.2 percent of students enrolled in Oregon. ODE reports that this is the fifth year of decline for AI/ AN identified students in Oregon that accounted for a decrease of 11 percent of enrolled students from 2014-2015.

**OBJECTIVE 1:** Adopt and support increased accuracy for the identification criteria of AI/ AN students enrolled in early learning, K12, and post-secondary institutions.

**OVERARCHING STRATEGY:** Support systems and advocate for processes that lend to the accurate identification of AI/ AN students in school districts and institutions of higher education.

Action	Benchmarks
Identify existing practices that cause AI/ AN students to be erased. Highlight promising practices of positive identification of AI/ AN students identified through internal review that support increased and accurate numbers of AI/ AN students in early learning, K12 and post-secondary institutions.	<ul style="list-style-type: none"> <li>Increased research on how AI/ AN students are being identified, including the focused school districts that are reporting the highest number of AI/ AN students, strategies for identifying, and descriptions of varying numbers of all AI/ AN students identified.</li> </ul>
Provide recommendations and guidance to school districts and ODE on best practices for identification of AI/ AN students in early learning, K12, and post-secondary institutions.	<ul style="list-style-type: none"> <li>Compilation of best practices for accurate identification. Provide summary of recommendations</li> </ul>

Provide policy recommendations to ODE that will give guidance to school districts to adopt new identification criteria to accurately account for AI/ AN students.	<ul style="list-style-type: none"> <li>● Finalized, new policy for district level practices that accurately identify AI/ AN students.</li> </ul>
Develop guidance, communication tools and supports for AI/ AN students, families, tribes and communities on identification of AI/ AN students in the K-12 system.	<ul style="list-style-type: none"> <li>● Guidance document and supports for districts to utilize during registration processes.</li> </ul>

## EARLY LEARNING

Oregon's Early Learning Programs provide opportunities to foster the development of preschool aged children and promote their school readiness. It is the goal of the Office of Indian Education to increase AI/ AN families' access to high quality, community-based early learning programs to support the learning and development needs of young children.

<b>OBJECTIVE 2:</b> Increase access to high quality, community-based early learning programs that create and utilize culturally supportive environments that prepare AI/ AN students for kindergarten.	
<b>OVERARCHING STRATEGY:</b> Support systems and advocate for processes that establish the successful recruitment of AI/ AN enrollment into early learning programs that are culturally responsive, inclusive, developmentally appropriate and seek to increase successful transitions from early learning to kindergarten.	
Action	Benchmarks
Identify existing promising practices of enrollment of AI/ AN students in early learning and support initiatives for AI/ AN students under the <i>Raise Up Oregon: A Statewide Early Learning System Plan</i> . Identify what is currently being done and how it is measured under current ODE state plan.	<ul style="list-style-type: none"> <li>● Guidance document on promising practices of enrollment of AI/ AN students in early learning programs. Provide recommendations.</li> </ul>
Increase AI/ AN Early Learning educators and personnel in early learning programs. Identify and provide guidance and recommendations for diversifying the early learning teacher prep programs and improving cultural responsiveness in schools.	<ul style="list-style-type: none"> <li>● Increased numbers of AI/ AN personnel in Oregon Early Learning Programs. Recommendations for Early Learning Programs that include strategies and supports for culturally responsive environments for AI/ AN students.</li> </ul>
Set aside funds to propel AI/ AN family engagement and build strong, effective partnerships with AI/ AN families. Create and deliver workshop offerings and	<ul style="list-style-type: none"> <li>● Funds Identified and allocated to programs. Workshop materials. Lists of</li> </ul>

resources to support AI/ AN parents and guardians on a variety of topics that clarify the benefits of early learning.	prioritized sites and evaluations of workshops delivered.
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## AI/AN DISCIPLINE INCIDENTS

AI/ AN students' physical, social, mental, emotional, and cognitive development in K-12 are vital as they navigate through their educational journeys. It is documented and researched that students are more successful when they have social-emotional wellness support and balance through supporting positive behavioral health, healthy lifestyles, safety and a connection to culture. Implementation of this support will allow AI/ AN students to thrive.

For the 2018-2019 school year, nine (9%) percent of AI/ AN – Combination students received one or more discipline incidents during the school year while 6.3 percent of Non – AI/ AN students received (one or more discipline incidents). The highest rate of discipline incidents is among AI/ AN – only students with 12.8 percent of students having one or more discipline incidents in 2018-2019. This demonstrates that AI/ AN students experience disciplinary incidents disproportionately more than their non-Native peers. Many of the justifications for disciplinary incidents are subjective and open to interpretation. For example, minor misbehavior of a student may be met with the student being removed from the classroom for the day at the full discretion of the teacher.

<b>OBJECTIVE 3:</b> Decrease the occurrences and over-representation of AI/ AN students experiencing academic suspensions, expulsions or pushouts.	
<b>OVERARCHING STRATEGY:</b> Enhance social-emotional wellness and balance for AI/ AN students by supporting positive behavioral health, healthy lifestyles, safety and a connection to culture so that AI/AN students can thrive.	
Action	Benchmarks
OIE will review disciplinary policies, practices and AI/ AN data within targeted districts. A framework will be developed so that OIE can make recommendations. The review will identify exclusionary disciplinary practices involving students of color (especially AI/ AN) and differently abled students in order to highlight recommendations for improving district policies and practices.	<ul style="list-style-type: none"> <li>● Framework developed. Review of disciplinary practices and policies adopted by school districts.</li> <li>● Focus on districts with AI/ AN students.</li> <li>● Recommendations for improving disciplinary policies and practices</li> <li>● Provide guidance to districts on trauma-informed practices that are culturally responsive to the needs and experiences of AI/ AN students and their families.</li> </ul>

Set aside funds to support AI/ AN family engagement and community involvement opportunities. Identify best practices for improving family, community and tribal engagement.	<ul style="list-style-type: none"> <li>Summary of community engagement gatherings, including number of participants, training agendas, powerpoint (visual) presentations, materials, and evaluations</li> </ul>
Set aside funds to create and expand opportunities for Family Mentoring Programs that will help guide families in improving ways they can recognize their strengths and expand their resilience.	<ul style="list-style-type: none"> <li>Summary of family mentoring programs, including focused districts, mentoring materials, and schedules of gatherings and evaluations.</li> </ul>

## ATTENDANCE

After the release of the Condition of Education for Oregon's Tribal Students in January 2013, a study from the Chalkboard Project and the Government-to-Government Education Cluster, created a Policy Option Package (POP) to solicit state funding to reduce chronic absenteeism of American Indian/ Alaska Native students. Improving attendance was a goal in the last AI/ AN State Education Plan. The Oregon legislature set aside resources to operate the Tribal Attendance Pilot Program (TAPP) projects to reduce chronic absenteeism of native students in nine preselected Oregon school districts. Following a successful pilot, TAPP was reauthorized for the 2017-2019 and 2019-2021 biennial periods. In 2019, TAPP's name was updated to Tribal Attendance Promising Practices to better reflect its metamorphosis.

Over the last five years the percent of AI/ AN – Combinations students on-track to graduate by the end of their ninth-grade year has increased from 68.6 percent in 2014-15 to 76 percent in 2018-19. The greatest increase however is observed among AI/ AN – Alone students on-track to graduate which went from 59.6 percent in 2014-15 to 71.7 percent in 2018-19 representing a 12-point increase. This is correlated with reduced chronic absenteeism, as prior to TAPP funding the percent of AI/ AN – Alone students had a 33% chronic absenteeism rate compared to a rate of 19% by their peers.<sup>4</sup>

<b>OBJECTIVE 4:</b> Increase attendance and graduation rates of AI/ AN students in Oregon.	
<b>OVERARCHING STRATEGY:</b> Cultivate a culture where AI/ AN students and families are welcomed at schools. Schools embrace culturally appropriate practices.	
<b>Action</b>	<b>Benchmarks</b>

<sup>4</sup> American Indian / Alaska Native Students In Oregon: A Review of Key Indicators, Oregon Department of Education September 2017.  
[http://www.oregon.gov/ode/reports-and-data/researchbriefs/Documents/Internal/American\\_Indian\\_Alaska\\_Native\\_Students\\_In\\_Oregon.pdf](http://www.oregon.gov/ode/reports-and-data/researchbriefs/Documents/Internal/American_Indian_Alaska_Native_Students_In_Oregon.pdf)

Implement comprehensive projects that center Tribal Attendance Promising Practices strategies for AI/ AN students. TAPP's efforts are school-wide so all students have the potential to benefit from these strategies.	<ul style="list-style-type: none"> <li>Research the possible expansion of TAPP's 9 preselected districts to serve urban districts with the highest number of AI/ AN students; and confirm these districts have the capacity to support TAPP.</li> </ul>
Support districts' collaboration with tribes and cultural organizations to identify and advocate for culturally responsive approaches to increase both attendance and graduation rates.	<ul style="list-style-type: none"> <li>A framework will be developed to review AI/ AN student absences related to cultural activities and culturally related absences across districts. Recommendations will be brought before the SBE for consideration and guidance provided to districts.</li> </ul>
Share and disseminate culturally relevant best practices and strategies for closing the opportunity gap for AI/ AN students reflected in increasing attendance and graduation rates.	<ul style="list-style-type: none"> <li>Facilitate opportunities to strengthen collaboration between districts and tribes to implement culturally relevant promising practices.</li> </ul>
Identify and review district attendance policies with higher numbers of AI/ AN enrollment and the policies impact on AI/ AN students who experience chronic absenteeism.	<ul style="list-style-type: none"> <li>Support and build the capacity of family advocates which have deep local connections to create school-wide initiatives to reduce chronic absenteeism and inform school communication and other policies.</li> </ul>

## TRANSITIONS

AI/ AN students who feel connected and socially represented within their schools and classrooms are more likely to engage and to learn. Students' transitions between schools — whether transitioning from pre-k to kindergarten or advancing to middle or high school or transferring between schools — can disrupt their sense of connectedness to their peers, teachers and school. Intentional planning to support students' transitions can make the critical difference for student success.

Being proactive in supportive planning to identify and implement successful transitions for AI/AN students to kindergarten, middle school, high school, and post-graduation, provides a foundation for lifetime success.

<b>OBJECTIVE 5:</b> Increase the occurrences of successful student transitions at all levels.	
<b>OVERARCHING STRATEGY:</b> Enhance social-emotional wellness and balance for AI/ AN students through positive behavioral health, healthy lifestyles, safety and a connection to culture so that AI/ AN students can thrive through transitions at critical points in their education.	
<b>Action</b>	<b>Benchmarks</b>
<p>OIE will develop a framework to review transition policies and practices on focused districts. OIE will review AI/ AN data and make recommendations for improving transitions for AI/ AN students. Engage family, community and school staff in improving AI/ AN student success with transitions.</p> <p>Provide support so that AI/ AN students complete transitions efficiently and effectively, including those transitioning between schools. Set aside funds to target AI/ AN transition programs that increase the number of successful transitions for AI/ AN students that are informed by high-quality data.</p>	<ul style="list-style-type: none"> <li>● Transitions framework completed.</li> <li>● Recommendations established.</li> <li>● Targeted school districts identified.</li> <li>● Supports for AI/ AN students provided during specific transitions. Evaluations completed for identified programs.</li> <li>● Grant programs established and sites funded, implemented and evaluated.</li> </ul>
<p>Support early identification of AI/ AN student strengths and challenges at critical transition points so students may transition ready to learn and with a cognitive foundation that prepares them for the future through school practices, educational support and research-based experiences that advance total well-being.</p> <p>Set aside funds to support AI/ AN transition programs that increase the number of successful transitions for AI/ AN students that are informed by high-quality data and advances them towards readiness for success in career, college and community.</p>	<ul style="list-style-type: none"> <li>● Early identification of AI/ AN student strengths and challenges at critical transition points are completed.</li> <li>● Grant programs established and sites funded, implemented and evaluated.</li> </ul>
<p>Create guidance on promising practices for early learning programs and school districts to implement high-quality, culturally responsive intervention for transition planning at all levels for AI/AN students.</p>	<ul style="list-style-type: none"> <li>● Early Learning Grant Programs with an emphasis on efforts that are culturally responsive, inclusive, developmentally appropriate and seek to increase successful transitions</li> </ul>

Set aside funds to support AI/ AN student early intervention for transition planning and support	are established: sites identified, funded, implemented and evaluated.
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## POST-SECONDARY AND CTE ENROLLMENT

Enrollment in K-12 pathway programs can increase student engagement and support long-term AI/AN student success. The Office of Indian Education (OIE) seeks plans that increase the career and college readiness of high school graduates through postsecondary and Career and Technical Education (CTE) Enrollment. CTE provides students of all ages with the academic and technical skills, knowledge, and training necessary to succeed in future careers and to become lifelong learners.

For AI/AN – Combination students, 56.07 percent were enrolled in a post-secondary institution within 16 months of their graduation from high school in 2016-2017. This compares to 65.05 percent for Non-AI/AN students from the same graduating year.

The new goal, approved by the [Higher Education Coordinating Commission \(HECC\)](#) states that, "Oregon anticipates more than 120,000 additional jobs requiring post-secondary training or education between now and 2030. In order to meet this need, 300,000 additional adult Oregonians should earn a new degree, certificate or credential valued in the workforce during that time. Because Oregon has substantial attainment gaps among minority, low income and rural Oregonians, the state will also commit to reducing those attainment gaps by half during the decade."

<b>OBJECTIVE 6:</b> Increase enrollment and access for AI/ AN students in post-secondary education, career and technical education programs, and career readiness.	
<b>OVERARCHING STRATEGY:</b> Foster strength-based approaches for AI/ AN students for college and career readiness that increase student engagement, empowerment and success in relevant, cultural learning opportunities.	
Action	Benchmarks
Identify existing and promising practices for the enrollment of AI/ AN students into post-secondary institutions and CTE programs.  Set aside funds to support AI/ AN student college and career readiness programs.	<ul style="list-style-type: none"> <li>Existing and promising practices for the enrollment of AI/AN students into post-secondary institutions and CTE are identified.</li> <li>Grant programs for expanding AI/ AN students in college and career readiness strategies are established.</li> </ul>

Encourage and incentivize districts and schools to provide opportunities for AI/ AN students to visit post-secondary institutions and learn more about available career and technical education programs.  Set aside funds to send AI/ AN students to college and career readiness programs.	<ul style="list-style-type: none"> <li>● Incentives for districts and schools are implemented. Grant programs for expanding AI/ AN student visits to college and career and technical education programs are established. Set aside funds for college prep for AI/ AN students that include support for college admission, scholarship applications, FAFSA and testing.</li> </ul>
Set aside funds to create and strengthen college, career and technical education programs in tribal communities for AI/AN students.	<ul style="list-style-type: none"> <li>● Exemplary AI/AN student college, career and technical readiness programs.</li> </ul>
Expand outreach that centers CTE and the Perkins Plan (targeted outreach and relationship building among the tribes with CTE).	<ul style="list-style-type: none"> <li>● AI/ AN student career and technical readiness programs help students graduate from high school with a minimum of 3 college credits.</li> </ul>

<b>GOAL 2</b>	<b>EDUCATOR SUCCESS</b>
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*All educators and staff at early learning programs, school districts, and post-secondary institutions have a high-performing culture where employees have the training, support and professional development to contribute effectively to AI/AN student success.*

Research from the Oregon Indian Education Association and the National Indian Education Association demonstrate that competent and committed teachers have the greatest influence on AI/AN student achievement beyond the students' families. The Office of Indian Education knows the primary strategy to recruit and retain committed teachers must be done by supporting teachers preparation programs and professional licensure that include coaching and mentoring so that they are successful in the classroom with their students.

**OBJECTIVE 1:** Develop and grow staff and educators to support AI/ AN student success.

<b>OVERARCHING STRATEGY:</b> Through culturally relevant professional development and technical assistance opportunities to districts, schools have a supportive culture where employees have the training, support and professional development to contribute effectively to AI/ AN student success.	
Action	Benchmarks
Ensure that educator certification processes result in educators who understand Essential Understandings regarding tribes in Oregon. Support funding to diversify the educator workforce and improve cultural responsiveness in schools by collaborating with the Teacher Standards and Practices Commission (TSPC) during recruitment phases.	<ul style="list-style-type: none"> <li>OIE supports TSPC strategies to recognize cultural responsiveness in teaching, including a certification process that supports AI/ AN student success.</li> </ul>
Create guidance and recommendations for the coordination and delivery of AI/ AN professional development and technical assistance for districts	<ul style="list-style-type: none"> <li>Examples of the professional development delivered to school districts.</li> </ul>
<b>OBJECTIVE 2:</b> Increase the number of AI/ AN identified teachers, paraprofessionals, and administrators employed in early learning, school districts, and post-secondary institutions at a rate comparable to that of Oregon's AI/ AN student population.	
<b>OVERARCHING STRATEGY:</b> Foster strength-based approaches for educators and staff at early learning programs, school districts, and post-secondary institutions to embrace a high-performing culture of equity and excellence that center AI/ AN student success.	
Action	Benchmarks
<p>Identify existing and promising practices of positive identification of AI/AN teachers, paraprofessionals, and administrators in early learning, K12, and post- secondary institutions. Provide recommendations and guidance to Higher Education Coordinating Commission (HECC) and ODE on identification gaps.</p> <p>Explore options for creating an online job bank for AI/ AN teachers seeking employment in Oregon school districts.</p> <p>Set aside funds to develop a website that allows schools to search for AI/ AN students.</p>	<ul style="list-style-type: none"> <li>List of Promising practices.</li> <li>Summary of exemplary programs funded.</li> <li>Online job bank created.</li> </ul>
Support the development of transparent and streamlined pathways from community colleges to university teacher preparation programs that include practices of transfer pathways and cross	<ul style="list-style-type: none"> <li>Increased numbers of AI/ AN persons who enroll in Educator Preparation Programs</li> </ul>

<p>sector actions promoted by Career College Collaborative (C3) and the Educator Advancement Council.</p> <p>Support the Educator Advancement Council in advocating for lowering the cost of teacher preparation by increasing funding for the Oregon Teacher Scholars Program (OTSP) to provide scholarships to help AI/ AN students navigate the complicated journey through preparation, licensure, job search and employment in Oregon's educator workforce.</p>	
<p>Increase the retention of AI/ AN personnel in schools by creating a support network.</p>	<p>Provide recommendations and guidance to HECC on best practices within Oregon and other states for recruiting and retaining AI/ AN teachers and personnel.</p>

<b>OBJECTIVE 3:</b> Foster and support the capacity of Title VI educators.	
<b>OVERARCHING STRATEGY:</b> Create intentional strategies designed to reduce professional isolation, foster greater collaboration, and spread the expertise and insights of individual Title VI educators throughout the state.	
Action	Benchmarks
Support Title VI Indian educators with professional learning/exchange of best practices.	<ul style="list-style-type: none"> <li>• Quarterly meetings with Title VI Indian Educators</li> <li>• Identify and monitor AI/ AN student learning needs</li> <li>• Title VI Peer review/constructive feedback of their colleagues' program</li> <li>• Collaboratively develop and refine instructional techniques</li> <li>• Refine the support strategies used to help AI/ AN students</li> </ul>
Support a professional learning environment for Title VI Indian Educators.	<ul style="list-style-type: none"> <li>• Co-create protocols—a set of parameters and guidelines developed by Title VI Indian Educators—to structure group conversations and</li> </ul>

	help keep the discussions focused and productive <ul style="list-style-type: none"> <li>● Create a repository of research-based resources for working with AI/ AN students</li> </ul>
Support strategies to improve AI/ AN student outcomes.	<ul style="list-style-type: none"> <li>● Assist Title VI Indian Educators in developing materials to help schools increase Native culturally relevant and Trauma-Informed practices</li> </ul>

GOAL 3	CURRICULUM SUCCESS and SUPPORTING INDIGENOUS LANGUAGES
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*All educators and staff at school districts are supported with the training, support and professional development to effectively implement Senate Bill (SB) 13, known as Tribal History/ Shared History, in their classrooms at all grade levels.*

In 2017, the Oregon Legislature enacted Senate Bill (SB) 13, now known as Tribal History/ Shared History. This law directs the Oregon Department of Education (ODE) to create K-12 Native American Curriculum for inclusion in Oregon public schools and provide professional development to educators. The law also directs the ODE to provide funds to each of the nine federally-recognized tribes in Oregon to create individual place-based curriculum.

American Indian tribal languages have been spoken in Oregon since time immemorial and are still spoken today. As original native speakers age, there is urgency to ensure the preservation and maintenance of heritage languages spoken within each of Oregon's nine federally-recognized tribes.

<b>OBJECTIVE 1:</b> Every school district in Oregon implements (K-12) historically accurate, culturally embedded, place-based, contemporary, and developmentally appropriate AI/AN curriculum, assessment tools, and instructional materials. This curriculum will be aligned with the national and state standards and will create opportunities to expand those requirements across multiple content areas.	
<b>OVERARCHING STRATEGY:</b> Educators (administrators, teachers, paraprofessionals, all support staff, school boards) will receive AI/AN culturally responsive professional learning that will provide overview of the <i>Essential Understandings of Native Americans in Oregon</i> of Senate Bill 13 to allow for implementation.	
<b>Action</b>	<b>Benchmarks</b>

Provide SB 13 Tribal History/Shared History Train-the-Trainer trainings to educators	<ul style="list-style-type: none"> <li>● Train the Trainer trainings for SB 13 and a resource directory of teachers who implement lesson plans in their classrooms.</li> </ul>
Provide professional development and technical assistance opportunities to districts and educators that center AI/ AN culture, language and learning across multiple content areas of SB 13. Create recommendations and guidance for districts on oversight and intervention for teachers needing professional development and TA.	<ul style="list-style-type: none"> <li>● List of professional development and technical assistance opportunities to districts and educators that center AI/ AN culture, language and learning across multiple content areas of SB 13.</li> <li>● Recommendations and guidance for districts.</li> </ul>
Finish and release the remaining curriculum lesson plans in English Language Arts, Physical Education/ Health Education, Math, Science, and Social Sciences Grade 4 (4), Grade 8 (7) and Grade 10 (6). for 4 <sup>th</sup> , 8 <sup>th</sup> and 10 <sup>th</sup> grades	<ul style="list-style-type: none"> <li>● By 2025, all AI/ AN lesson plans available for all grade levels to implement.</li> </ul>
Curriculum adapted for accessibility (accessibility for students and educators who are blind and deaf).	<ul style="list-style-type: none"> <li>● By 2025, all lesson plans will be available and adapted for accessibility.</li> </ul>

**OBJECTIVE 2:** Every Early Learning Program in Oregon implements lesson plans on historically accurate, culturally embedded, place-based, contemporary, and developmentally appropriate AI/AN curriculum, assessment tools, and instructional materials by 2025.

**OVERARCHING STRATEGY:** Educators (administrators, teachers, paraprofessionals, all support staff, school boards) will receive AI/ AN culturally responsive professional learning that will cover the *Essential Understandings of Native Americans in Oregon* of Senate Bill 13 to allow for implementation.

Action	Benchmarks
Create a lesson plan that can be utilized in Early Learning Programs that support the SB 13 Tribal History/ Shared History	<ul style="list-style-type: none"> <li>● A lesson plan created by 2025 that is specifically tailored to early learning programs.</li> </ul>
Provide professional development and technical assistance opportunities to early learning educators that center AI/ AN culture, language and learning	<ul style="list-style-type: none"> <li>● List of Early Learning educators adequately prepared to implement lesson plans in their classrooms and</li> </ul>

across multiple content areas of SB 13 in anticipation of the roll-out of the early learning lesson plan.	training and technical assistance will be provided.
Provide resources and support to tribes to develop their own place-based Early Learning curriculum. Set aside funds to assist tribes to develop their own place-based curriculum and provide capacity building support for the creation of the curriculum	<ul style="list-style-type: none"> <li>• Early Learning AI/ AN place-based curriculum developed.</li> </ul>

**OBJECTIVE 3:** Conduct assessment of the status of American Indian languages among the nine federally recognized tribes in Oregon for educational, cultural and heritage purposes, provide training and support for Native language speakers to become licensed to teach in Oregon and develop individual tribal plans for integration of heritage language programs into curriculum and other community education.

**OVERARCHING STRATEGY:** As each tribe's language program is at varying stages of development, the request will provide opportunities of support to tribes 1) in creating needs assessment and 2) identification of support needs/ resources to support existing Native Speakers and educational pathways.

Action	Benchmarks
The Oregon Department of Education (ODE) would partner with NILI to support the development of an individual language needs assessment with each of the nine federally recognized tribes in Oregon.	<ul style="list-style-type: none"> <li>• Completed assessments submitted from each tribe.</li> </ul>
ODE would partner with NILI to provide training and technical assistance to Native language speakers seeking licensure through Oregon's Teacher Practice and Commission. ODE would partner with Educator Advancement Council to assist native language speakers in gaining licensure and creating pathways for Native language speakers to teach Native languages in classrooms.	<ul style="list-style-type: none"> <li>• Identify levels of support needs of each tribe.</li> <li>• Creation of Indigenous Language pathways.</li> </ul>

GOAL 4	SUCCESSFUL ECOSYSTEMS OF SUPPORT
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Successful ecosystems of support must rise to meeting the challenges that our AI/AN students, their families and communities face today in order to ensure the success of our students. These

ecosystems call to our creativity in our approaches to teaching, learning, leading, and problem solving. The Office of Indian Education must center the social needs of AI/AN students, community partners, and financial resources to support student success. And it must provide office operational supports that are efficient and transparent to provide a high level of service and accountability.

<b>OBJECTIVE 1:</b> Continue to build internal ODE capacity by strengthening the organizational infrastructure and strategies of the Office of Indian Education to meet the needs of the student success plan.	
<b>OVERARCHING STRATEGY:</b> Increase staffing to increase support to schools, students and families, Title VI programs, federally-recognized tribes in Oregon, and AI/ AN communities.	
Action	Benchmarks
Hire staff for the OIE office to meet key deliverables in student success plan.	<ul style="list-style-type: none"> <li>Staff will be hired to support all aspects of implementation of the AI/AN Student Success Plan.</li> </ul>
Increase awareness and support to the Advisory Committee and provide meetings for the committee.	<ul style="list-style-type: none"> <li>Support facilitation of meetings and continued implementation of the AI/AN charter.</li> </ul>
Provide accountability, transparency and reports from OIE to key stakeholders.	<ul style="list-style-type: none"> <li>Annual Report to the State Board of Education.</li> <li>Annual Report to Gov to Gov.</li> <li>Annual report to Legislative Commission on Indian Services.</li> </ul>

<b>OBJECTIVE 2:</b> ODE, ELD, YDC, EAC, HECC, and TSPC will strategically invest and collaborate with federally-recognized tribes in Oregon, Native/ Indian organizations, Title VI Programs, and AI/AN community programs to implement, support, and further the AI/ AN student success plan	
<b>OVERARCHING STRATEGY:</b> Strategically invest and collaborate to further the AI/ AN student success plan through shared planning and support for AI/ AN students.	
Action	Benchmarks
Realign professional development resources to support student success objectives by prioritizing collaborations that strengthen teacher development, teacher recruitment and teacher retention. Set aside funding to support professional development resources for teacher prep programs and accountability.	<ul style="list-style-type: none"> <li>AI/ AN educators' support networks/ activities as well as career advancement opportunities are developed.</li> </ul>
Increase commitment and support to diversifying the educator workforce and improving cultural	<ul style="list-style-type: none"> <li>Promote <a href="#">YDC's funding programs</a> that strategically support and invest in the</li> </ul>

<p>responsiveness in schools for AI/ AN educators on the front end of teacher recruitment and retention. Data will be reviewed at the district level and documenting progress of current initiatives that are being used to recruit AI/ AN educators. Recommendations will be provided for new statewide investments in teacher recruitment and retention</p>	<p>overarching goal of supporting the success of AI/AN students.</p>
<p>Support the Educator Advancement Council in advocating for lowering the cost of teacher preparation by targeting increased funding for the Oregon Teacher Scholars Program (OTSP) to provide scholarships, as well as help AI/ AN students to navigate the complicated journey through preparation, licensure, job search, and employment in Oregon's educator workforce. Set aside funding to support access and assist AI/ AN students to pursue teacher prep programs.</p>	<ul style="list-style-type: none"> <li>Funding is made available and dispersed to support access for AI/ AN students in pursuing teacher prep programs.</li> <li>List of increased numbers of Native students becoming teachers.</li> </ul>

<p><b>OBJECTIVE 3:</b> Work with community partners, tribes and school districts to address adverse childhood experiences by developing protective factors needed for positive academic and health outcomes, which will result in higher rates of graduation and fewer behavior related interventions.</p>	
<p><b>OVERARCHING STRATEGY:</b> Intentionally create balance needed for AI/ AN students to maintain resilience and social-emotional wellness. Support positive behavioral health outcomes, encourage healthy lifestyles, promote cultural awareness and community involvement needed for students to thrive.</p>	
<b>Action</b>	<b>Benchmarks</b>
The Oregon Health Authority (OHA) has shared a resource guide for the Student Success Act (Centering Mental and Behavioral Health). OIE will support this resource.	<ul style="list-style-type: none"> <li>The resource guide will be supported.</li> </ul>
Provide professional development and technical assistance opportunities to educators that center the balance needed for AI/AN students to maintain resilience and social-emotional wellness within schools and community.	<ul style="list-style-type: none"> <li>OIE advocates for behavioral health support through a continuum of care model that supports prevention, intervention and recovery services for AI/AN students.</li> </ul>

<b>OBJECTIVE 4:</b> Support Government-to Government (G2G) relationships between ODE and federally-recognized tribes in Oregon through tribal consultation and communication.	
<b>OVERARCHING STRATEGY:</b> Build and sustain meaningful relationships to encourage tribal education sovereignty through cyclical consultation and communications involving high level strategies.	
Action	Benchmarks
Support tribal consultation between ODE, school districts and federally-recognized tribes in Oregon by expanding capacity for meaningful consultation. OIE will develop and update annually a tribal consultation guide for districts.	<ul style="list-style-type: none"> <li>Updated annual tribal consultation guide. Consultations and facilitated communications will be done as requested.</li> <li>OIE will attend meetings with school districts as requested.</li> </ul>
Support government-to-government relationships and consultation between ODE and federally-recognized tribes in Oregon.	<ul style="list-style-type: none"> <li>OIE will attend G2G quarterly meetings and serve as a conduit through which concerns are channeled through the Tribal Education Cluster to the appropriate ODE entity.</li> </ul>
Support meaningful community conversations between federally-recognized tribes in Oregon and ODE that lend to strengthened collaborations.	<ul style="list-style-type: none"> <li>OIE will serve as a point of access for tribes to find out about ODE programs and other resources; and serve as a catalyst for bringing about change where change is needed.</li> </ul>

1.	COMMUNITY PARTNERS
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Knowing many partners outside the K12 systems impact our AI/ AN students. We anticipate working with the following partners to realize the objectives and strategies outlined in this plan.

<u>State Agencies</u>		
Early Learning Division	Oregon Department of Transportation	Regional 12 Headstart
Higher Education	Oregon Health Authority	Teacher Standards and

Coordinating Commission		Practices Commission
Oregon Early Learning Division	Oregon Housing and Community Services	The Educator Advancement Council
Oregon Department of Education	Oregon Youth Authority	The Oregon Educator Equity Advisory Group
Oregon Department of Human Services	Oregon Youth Development Division	
<b><u>Tribal Nations</u></b>		
Burns Paiute Tribe	Confederated Tribes of Siletz Indians	Coquille Indian Tribe
Confederated Tribes of Coos, Lower Umpqua, and Siuslaw	Confederated Tribes of the Umatilla Indian Reservation	Cow Creek Band of Umpqua Tribe of Indians
Confederated Tribes of Grand Ronde	Confederated Tribes of Warm Springs	The Klamath Tribes
<b><u>Non-Profits</u></b>		
ChalkBoard Project	Native American Youth and Family Center	
Education Northwest	Oregon Indian Education Association	
National Indian Education Association		

## ATTACHMENT A – SAMPLE GRANT

### STATE OF OREGON GRANT AGREEMENT

Grant No. [XXXXXX]

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

#### AUTHORITY

Pursuant to [insert authority], Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

#### PURPOSE

The purpose of this Grant is to support Grantee’s implementation of Goal 1 – Student Success – of the 2020-2021 American Indian/ Alaska Native Student Success Plan.

#### EFFECTIVE DATE AND DURATION

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

#### GRANT MANAGERS

##### 4.1 Agency’s Grant Manager is:

[NAME]  
[ADDRESS]  
Phone: ###-###-####  
[EMAIL]

##### 4.2 Grantee’s Grant Manager is:

[NAME]  
[ADDRESS]  
Phone: ###-###-####  
[EMAIL]

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

## PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

## GRANT FUNDS

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

## DISBURSEMENT GENERALLY

### 7.1 Disbursement.

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

### 7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

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

of disbursement(s) with the same effect as though made on the date of disbursement.

- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding

*[Section 7.4: Strongly encouraged if using General or Lottery Funds; okay to use with any funding source.]*

- 7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

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

## REPRESENTATIONS AND WARRANTIES

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

- 8.1.1** Grantee is a [insert type of entity: school district, education service district, non-profit entity, university, unit of local government, etc.] duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or

governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents,

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

## INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## INSURANCE

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

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

## GOVERNING LAW, JURISDICTION

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

## 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.

## 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 money is available from, the Funding Source.

## REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## WITHHOLDING FUNDS, RECOVERY

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

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

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## TERMINATION

18.1 **Mutual** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 **By Agency.** Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

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

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

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

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

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

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

## MISCELLANEOUS

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

- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or

obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the "Project")
  - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SIGNATURES

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

CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

**STATE OF OREGON acting by and through its Department of Education**

By: \_\_\_\_\_

[Name, Title]

\_\_\_\_\_  
Date

**[Grantee Name]**

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

By: \_\_\_\_\_

[Name, Title]

\_\_\_\_\_  
Date

## EXHIBIT A THE PROJECT

### SECTION I. BACKGROUND AND GOALS

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

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

**Indirect/Administrative Costs.** Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed [XX]%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

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

### SECTION III. ACCESSIBILITY

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

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

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

## SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

## SECTION V. DISBURSEMENT PROVISIONS

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

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

Upon receipt of Grantee's request for disbursement, Agency will provide an initial disbursement of Grant Funds in the amount of \$ [XXXXXX]. Grantee must submit a report detailing the expenditure of this

initial disbursement when it submits its first quarterly request for disbursement. All subsequent disbursements will be only for reimbursement of moneys expended or contractually committed by Grantee for the Project.

## EXHIBIT B

### INSURANCE

#### INSURANCE REQUIREMENTS

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

#### WORKERS' COMPENSATION

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

#### COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not required

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

#### AUTOMOBILE LIABILITY INSURANCE

☐ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ [XXXXXX] for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

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

### **PROFESSIONAL LIABILITY**

☐ Required ☐ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$ [ ] per claim. Annual aggregate limit may not be less than \$ [ ]. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

☐ Required ☐ Not required

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

### **CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

☐ Required ☐ Not required

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

### **EXCESS/UMBRELLA INSURANCE**

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

### **ADDITIONAL INSURED**

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

### **WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain,

and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

## **TAIL COVERAGE**

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

## **CERTIFICATE(S) AND PROOF OF INSURANCE**

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto:ode.insurance@ode.state.or.us) or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

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

## **INSURANCE REQUIREMENT REVIEW**

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

## **STATE ACCEPTANCE**

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

## ATTACHMENT B

### APPLICANT INFORMATION AND CERTIFICATION SHEET

Legal Name of Applicant : \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Oregon Business Registry Number (if required): \_\_\_\_\_

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

1. Applicant understands and accepts the requirements of this RFA. By submitting an Application, Applicant agrees to be bound by the Grant terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFA.
2. Applicant acknowledges receipt of any and all Addenda to this RFA.
3. If awarded a Grant, Applicant agrees to perform the scope of work and meet the performance standards set forth in the final negotiated Grant.
4. I have knowledge regarding Applicant's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Applicant is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
5. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subgrants or contracts, Applicant does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
6. Applicant complies with ORS 652.220 and does not unlawfully discriminate against any of Applicant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.
7. Applicant and Applicant's employees, agents, and subcontractors are not included on:
  - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
  - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>

8. Applicant certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Applicant, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFA. If any changes occur with respect to Applicant's status regarding conflict of interest, Applicant shall promptly notify the State in writing.
9. Applicant certifies that all contents of the Application (including any other forms or documentation, if required under this RFA) and this Applicant Certification Sheet are truthful and accurate and have been prepared independently from all other Applicants, and without collusion, fraud, or other dishonesty.
10. Applicant understands that any statement or representation it makes, in response to this RFA, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under a resulting Grant being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. Applicant acknowledges these certifications are in addition to any certifications required in the Grant at the time of Grant execution.

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Authorized Signature

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Date

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(Printed Name and Title)

## ATTACHMENT C – BUDGET TEMPLATE

Title of Project: American Indian/ Alaska Native Student Success

Project Start Date: \_\_\_\_\_  
(must fall between 7/1/2020 – 6/30/2021)

Project End Date: \_\_\_\_\_

Please reference Section 3.3.3 of the RFA for instructions.

	GRANT	OTHER SOURCE*	IN-KIND*	TOTAL
<b>A. Staff</b>				
Salaries				
Benefits				
In-State Travel				
Professional Development				
Other (describe)				
<b>B. Students</b>				
In-State Travel				
Supplies				
Other (describe)				
<b>C. Supplies and Equipment</b>				
Office Supplies (phone, copier, etc.)				
Instructional Supplies				
Equipment				
Other (describe)				
<b>D. Administrative Costs (including indirect), 5% maximum</b>				
<b>E. Other (describe)</b>				
<b>TOTALS:</b>				

**\*Matching funds from other sources are not required.**