COMMUNITY CONNECTORS
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GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into between the **Ohio Department of Education** ("**Grantor**") and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee. Grantee will use the financial assistance to undertake and complete a project (the "**Eligible Grant Project**"), as further described in the "Grant Application," which has been submitted concurrently with this Agreement in the Consolidated Continuous Improvement Program (the "CCIP"). The Community Connectors Grant Information (the "**Grant Information**") are hereby incorporated as part of this Agreement and are uploaded in the CCIP Documents Library. In the event of a conflict between the Agreement and the Grant Information, the Agreement shall prevail and control.

1. Eligible Grant Project Funding.

(a) State Grant. Grantor hereby grants to Grantee, funds in an amount those requested and approved for distribution by the Grantor for costs associated with the Eligible Grant Project, as outlined in budget submitted with the Grant Application in CCIP (the "**Grant Funds**").

(b) Purpose. The Grant Funds may be used for the sole and express purpose of undertaking and completing the Eligible Grant Project. Grantee shall undertake and complete the Eligible Grant Project substantially as described in the Grant Application. Grantee may not use the Grant Funds for any purpose other than for Eligible Grant Project Costs of the Eligible Grant Project as expressly contemplated in the Grant Application.

2. Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio (the "**State**") budgetary constraints that could result in a reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee.

3. Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 2 above, then subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing of such increase. Any such increase shall require an Amendment signed in accordance with Section 4(d) of this Agreement.

4. Payment and Accounting of Grant Funds

(a) Payment of Grant Funds.

(i) Project Cash Requests. Grant Funds shall be disbursed to Grantee on a reimbursement basis. Grantee shall submit to the Grantor for review and approval, project cash requests detailing expenditures which have been incurred by Grantee in accordance with the Grant Application. Grantor shall be the sole evaluator of the adequacy of project cash requests. All expenses to be paid or reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee for Eligible Grant Project activities as described in the Grant Agreement prior to June 30, 2019. Grantee shall submit to Grantor such documentation as necessary to substantiate a project cash request. In the event of a complete or partial denial of a project cash request, Grantor shall notify Grantee and include a statement of specific reasons for such denial,

and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive to the reason for denial. Grantor shall use reasonable efforts to issue a notice of denial, in whole or in part, and/or initiate a voucher for payment within 30 days after receipt of a payment request from Grantee.

(ii) Restrictions on Use of Grant Funds. Grant Funds shall only be disbursed to Grantee for expenditures related to grant administration, safety, training and essential supplies. Notwithstanding the limitations placed on the disbursement of Grant Funds described above, up to five (5) percent of the Grant Funds may be disbursed to Grantee for other expenditures that directly relate to the Eligible Grant Project, as outlined in the Grant Application.

(b) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Eligible Grant Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed in accordance with the Expense Rule. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(c) Budget Amendment. A budget amendment is required when Grantee desires to reallocate to or from any line item in the approved Eligible Grant Project budget, identified in the Grant Application, by more than ten percent (10%) of the approved line item amount. Reallocation of less than ten percent (10%) to or from a line item requires written notification from the Grantee to Grantor. Additionally, a budget amendment is required when adding and reallocating Grant Funds to any new budget line item. The addition of a new budget line item not funded with Grant Funds requires written notification from the Grantee to the Grantor.

5. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the Term of the Agreement set forth in Section 7 of this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the allowable costs of the Eligible Grant Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Program Policies. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that the Eligible Grant Project is not completed in accordance with the Grant Agreement by June 30, 2018 (as such date is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within 30 days after the Project Completion Date or abandonment has occurred.

6. Repayment of Grant Funds.

(a) Non-Completion of Eligible Grant Project. If the Eligible Grant Project is not completed during the Term of the Agreement, as provided in Section 7 of this Agreement, then Grantee shall pay to the Grantor, for repayment to the Grantor, all or a portion of Grant Funds disbursed to Grantee as Grantor determines. Grantee shall pay this amount to the Grantor no later than 30 days after written notice from Grantor.

(b) Payment Overages. In no event shall disbursements exceed the amount of Grant Funds. Further, the amount of Grant Funds paid to Grantee shall not exceed the estimated cost of the Eligible Grant Project.

7. Agreement Deadlines and Term.

(a) Term of Agreement. This Agreement shall be in effect from the Effective Date through June 30, 2019 as set forth on page one of this Agreement, unless it is terminated earlier as provided in Section 14(c) (collectively, the "**Term**"). Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

(b) Modification to Term of Agreement. If it is anticipated that Grantee will not have completed the Eligible Grant Project by June 30, 2019, Grantee must request an extension of time for the Eligible Grant Project not less than 60 days prior to June 30, 2019, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor whether or not to grant such extension of time.

8. Non-Discrimination.

(a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Eligible Grant Project in the same percentage as the average percentage of minority persons who reside in the county in which the Eligible Grant Project is located and any contiguous Ohio counties.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Eligible Grant Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

9. Project Manager. Grantee hereby designates the officer or employee of Grantee identified in the Grant Application submitted in CCIP as the Project Manager. Grantee shall notify the Grantor promptly in writing of any change of the person designated to serve as Project Manager.

10. Securing Contractor(s).

(a) Qualified Personnel. Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Eligible Grant Project. All personnel performing work under this Agreement shall be employees of Grantee or any Consortium Member(s) as identified in the Grant Application, or under the direct supervision of the Project Manager or Grantee's contractors. Grantee agrees to comply with all applicable laws governing the selection of contractors under this Agreement, including any applicable procurement processes.

(b) Binding Provisions. Where performance of eligible activities of the Eligible Grant Project are carried out by a Consortium Member(s) or a contractor of Grantee or a Consortium Member(s), Grantee shall make the provisions of this Agreement binding on such Consortium Member(s) and/or contractor. Notwithstanding any delegation of activities to a Consortium Member(s) or contractor, Grantee shall not be relieved of any legal responsibility for compliance with requirements of the Agreement.

11. Reporting.

(a) Compliance Reports. Grantee shall provide a Compliance Report to the Grantor on three dates during

the grant year as determined by the Grantor (the "**Compliance Report**"). The Compliance Report shall include responses to the questions made available in the compliance system maintained by the Grantor, including details on progress and performance metrics. Among the information required in the Compliance Report, GRANTEE shall include the following:

(i) The total number of participating students;

(ii) The total number of participating mentors;

(iii) The total number of contact hours;

(iv) Budget and match reporting details; and

(v) The total number of hours spent training mentors.

Additionally, at any time during the Term of the Agreement, Grantor may request an updated Compliance Report, which shall be submitted to Grantor within ten (10) days of such request.

(b) Final Expenditure Report. Within 90 days after the Eligible Grant Project is completed, whether on or before the Project Completion Date, Grantee shall provide the Grantor with a Final Expenditure Report (the "**Final Expenditure Report**") in the form prescribed by the Grantor.

12. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three years after the Project Completion Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Eligible Grant Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute, or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available, and shall cause any Consortium Member(s) to make available, to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Eligible Grant Project which are in the possession or control of Grantee or any Consortium Member(s), as the case may be. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records. Grantor or the other inspecting agency or official shall use reasonable efforts to conduct its inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee or any Consortium Member(s). Grantee or any Consortium Member(s) shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this section from Grantee's or any Consortium Member(s)'s other records of operation. Grantee also authorizes, and shall cause any Consortium Member(s) to authorize, Grantor to inspect the personnel records and corporate financial statements of Grantee or any Consortium Member(s), respectively, including tax records and other similar information not open to public inspection. This inspection right does not require Grantee or any Consortium Member(s) to waive any protections afforded by the attorney-client privilege or work product doctrine.

13. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee and any Consortium Member(s) shall comply with all applicable federal, State, and

local laws in the performance of Grantee's obligations under this Agreement, the completion of the Eligible Grant Project and the operation of the Eligible Grant Project, as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Eligible Grant Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, any Consortium Member(s) or contractor of Grantee, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State or a Political Subdivision of the State (as defined in the Program Policies); (2) any amount to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a State agency or a Political Subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

If Grantee owes any outstanding liability or liabilities, as described above in this Section 13(d), or if Grantee is aware or becomes aware of any outstanding liability or liabilities owed by any Consortium Member(s) or any affiliate entities of any Consortium Member(s) at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor such liability or liabilities. Grantor shall not terminate this Agreement based solely on an outstanding liability or liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on Grantee's or the Consortium Member(s)'s ability to perform any or all duties or obligations of Grantee under this Agreement or of the Consortium Member(s) under any related agreement. This section is not intended to require a Grantee or any Consortium Member(s) to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be

ineligible for any future economic development assistance from the State, any State agency or a Political Subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. The Ohio Department of Commerce, Division of Industrial Compliance and Labor, makes all determinations about the application of prevailing wage requirements. If applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements applicable to the Eligible Grant Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Eligible Grant Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Eligible Grant Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

14. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a "**Default Notice**") from Grantor. During the 30 day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Superintendent of Public Instruction of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds. Under the circumstances described in Section 4 and 5 of this Agreement, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor or the Superintendent of Public Instruction of Grantor and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has terminated

the Eligible Grant Project. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 14.

(d) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the total expenditure of the Grant Funds by Grantee, the total actual cost of the Eligible Grant Project, a written summary of all work completed and the status of the Eligible Grant Project. The final report shall be signed and certified in the same manner as the reports required by Sections 4 and 11 of this Agreement and the Grant Application. This reporting obligation shall survive the termination of the Agreement.

(f) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

15. Liability. Grantee shall maintain, or cause to be maintained, liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, Grantee agrees to be liable for the negligent acts or negligent omissions of Grantee, its employees, agents and contractors. Grantee shall defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this Agreement shall impute or transfer any such liability to Grantor.

16. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate State agencies.

17. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Department of Education
25 South Front Street
Columbus, Ohio 43215-4176
Attn: Community Connectors Grant

With a copy to Chief Legal Counsel, ODE

If to Grantee:

To the Project Manager
and Address as set forth in OEDS

18. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or State court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment taking into consideration the statutes, policies and goals of the Eligible Grant Project. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement. All amendments requested by Grantee must be received by Grantor at least 30 days prior to any request for payment that includes the proposed change(s).

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.



(l) Authorized Representative. The Grantee has conducted the appropriate due diligence to certify the correctness and accuracy of the information provided in this application. I attest that the information provided in the application is correct and accurate. I understand and agree to comply with all requirements of the Community Connectors Grant Agreement.

(m) Counterpart. This Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

The Grantee agrees to the terms of this Grant Agreement, as set forth by its authorized representatives, as of the date that their application is submitted for consideration for funding.