Alsea School Board Meeting

Thursday, December 14, 2023 7:00 PM
Alsea School Library, 301 South 3rd Street, Alsea, OR 97324

1. **Call to Order**
   a. Flag Salute
   b. Approval of Agenda
2. **Consent Agenda**
   a. Approval of Minutes 11.16.2023

Alsea School District 7J
301 South 3rd St.
Alsea, OR 97324
541-487-4305

Alsea School Board Meeting
Alsea School Library
Thursday, November 16, 2023
7:00 PM

1. Call to Order – 7:00 PM
   1.a. Flag Salute
   1.b. Approval of Agenda

Approved with the addition of items 6.g. Resolution 24-05 and 6.h. Discuss Board meeting dates.

Move to Executive Session 7:01 PM

2. Executive Session

• To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))

Adjournment of Executive Session – 7:21 PM
Return to regular Board Meeting – 7:25 PM

3. Consent Agenda
   3.a. Approval of Minutes - October 12, 2023
   3.b. Approval of Minutes - October 18, 2023
   3.c. Approve Hire - Melissa Yeo, LaHO Teacher
   3.d. Approve Hire - Angela Jacobsen, Alsea Sub Bus Driver

Jamie Olsen motioned to approve the Consent Agenda as presented. Deb Lindberg seconded. No discussion. Motion carried 5-0

4. Patron Comments:

The Alsea School Board of Directors values the opinions and input of students, staff, parents, and community members. Although board meetings are held in public, they are not meetings of the public. Please keep your comments to 3 minutes or less. If you intend to speak to the board this evening, you will need to fill out one of the blue comment cards and hand it to the Board Secretary, Lora Nickle. Public comments may also be made via Zoom. If you intend to speak via Zoom, please put your name in the comments so that the board chair can call on you. Before you begin your comments, please state your name and if you are speaking for an organization, please state that organization. For more information about public comments at a board meeting, please see Alsea School District Policy BDDH.

5. Reports
   5.a. Superintendent Report - Ms. Nieraeth
      i. Superintendent Goals 23-24 – available on the Alsea SD website.
      ii. Superintendent November Report - Title Budget Narrative is now done. Currently it is for a targeted number of students we are changing it to be schoolwide to be able to serve all students. SIA Annual Report will be presented to you later in this meeting. The Integrated Guidance: ODE responded requesting clarification. Ms. Nieraeth is working with LBLESD and other resources to provide that information. Temporary fencing is being installed around the area for the CTE building. Synergy: we are continuing to work to implement. As we learn more about our options, we will work to make them more specific to us.
      iii. October Attendance – Percentages are up as we learn more about honing our reports. As the year progresses percentages will naturally rise. Key staff are working together to encourage positive attendance. Risteen Follett asked that these reports to the board be presented in a 'running' style to see months where there are greater problems with attendance.
      iv. Alsea SD State Report Card – Data based on the 2022-23 SY. This data is used to find ways to improve. On time graduation and the five-year completion data is from 2 years ago.

   5.b. K-6 Brick and Mortar Principal Report - Ms. Nieraeth

Staff and students were able to go on field trips. K-3 went to Davis Family Farm as well as 4-6 went to Clemens Park where they hiked all day and learned about salmon. We have started 'Student of the Month', students are presented with a certificate and gift card to Dairy Queen. Finally, I-Ready diagnostic tests were given to K-12 for

reading and math at the beginning of the year. This gives vital information to the MS/HS teachers as to skills that need to be taught. K-6 will help with MTSS/RTI to help with interventions.

5.c. LaHO K-5 Principal Report - Ms. Shunk

This month's character trait is Ownership. Teachers are working to engage 'Learning Coaches' with their student's education. They are looking at their data to improve instruction and build lessons. Attendance, they are also looking at ways to improve by increasing communication with parents/guardians.

5.d. 7-12 Brick and Mortar Principal Report - Mr. Rothenberger

Gave highlights from the teachers. Mr. Lynch's graph design class was asked by the Clemens Foundation to create a new logo. The CNC machine in Mr. Stevens' class has been repaired. Samples of the shop class were presented. Fall sports season has ended as well as winter sports have begun. Progress reports have been sent home; Kayla Wilson has been working with students to look at these reports with students. Having conversations on how to stay on track to graduate.

5.e. Financial Report - Mr. Staehely

An overview of the financials was presented. Property taxes will be reflected in the budget next month. The state will send out projections for funding in January. ESD services were reviewed in October. Adjustments to services were made resulting in savings of funds. Bart Rothenberger and Erick Taylor were able to obtain a Grant for equipment to be used for 'Breakfast After the Bell'. Currently the Asbestos abatement is in the works with testing being set up for every 6 months for the next 3 years.

5.f. Enrollment - Ms. Nickle

Enrollment is holding steady with Brick and Mortar's current enrollment at 203. Learn at Home Oregon is 90 as of November 1.

5.g. Safety - Ms. Nickle

The Safety Committee has been holding monthly meetings. The first quarterly walk-through has been completed with no major concerns. Our first Earthquake/Fire Drill was done in September and ran smoothly. Monthly minutes are posted on the Staff Bulletin Board.

5.h. Bond Update - Chris and Nancy Giggy

No major updates. RFPs will be put out in December for construction on the CTE building. Bids will come out in January with construction to start in February. The plans presented to you tonight will be posted in the front office of the school as well as on Facebook and the District website. We are also looking into obtaining a 3D virtual tour.

6. New Business

6.a. GASB 87 and GASB 96 – Oversite of financial accounting and standards to ensure that districts are following the same rules. These are a yearly requirement for board approval or opting out. Most small districts are opting out because the cost of gathering the information is greater than the benefit. Soren Rounds motioned to opt out of GASB 87 and GASB 96 for fiscal year ending June 30, 2023. Deb Lindberg seconded. The board discussed. Motion carried 5-0.

6.b. OSBA Bylaw Amendments – Language was updated for the Bylaw passed in 2018. The updated language adds a rural school board member caucus. Jamie Olsen motioned to approve the OSBA resolution to update the current bylaw. Soren Rounds seconded. The board discussed. Motion carried 4-1.

6.c. OSBA Rural Caucus Resolution – This resolution opens funding options for rural school boards with populations of less than 200 people per square mile. Jamie Olsen motioned to approve. Soren Rounds seconded. Motion carried 5-0.

6.d. English Novel Surplus – Books will be offered to students and staff. Damaged or very poor condition novels will be destroyed. The remainder of the surplus may be donated. Soren Rounds offered to check with the local library. Deb Lindberg motioned to approve the removal of surplus novels. Soren Rounds seconded. The board discussed. Motion carried 5-0.

6.e. SIA Grant Annual Report – Informational – no action needed from the board. This is for last year's SIA. Reviewing the narratives: Changes in behaviors, actions, practices as observed. We are continuing to implement MTSS processes and procedures. Aligning to State Standards through curriculum adoption. Continuing to utilize electronic communication tools. Continue to develop a set curriculum with offering Professional Development.

6.f. OSBA Conference Report – The board members expressed appreciation for the opportunity to attend the Fall Conference in Portland. Risteen Follett mentioned with so many different interests in the various areas would the board like to begin adding a brief work session prior to School Board meetings to debrief on any business that needs to be discussed.

6.g. Resolution 24-05 – Deb Lindberg motioned to accept Resolution 24-05. Jamie Olsen seconded. No discussion. Motion carried 5-0.

6.h. Discuss Board meeting dates – January 11 and February 8, 2024 conflict with sporting events. Suggestion for moving these meetings to Wednesdays. January 10 and February 7, 2024 at 7:00 PM. Jamie Olsen motioned to move the January and February meeting dates. Deb Lindberg seconded. No discussion. Motion carried 5-0.

7. Old Business - None

8. 1st Reading *(Shaded words are new/strikethroughs are deleted)

9. Second Reading – Russ Ceperich is not feeling well. Excused himself from the remainder of the board meeting.

9.a. BD/BDA - Board Meetings – Soren Rounds motioned to approve. Jamie Olsen seconded. Board discussed. Motion carried 4.0.

9.b. EFA - Local Wellness – Deb Lindberg motioned to approve with the clean up of brackets. Soren Rounds seconded. Motion carried 4-0.

9.c. EFAA-AR - Reimbursable Meals and Milk Programs – Deb Lindberg motioned to approve. Soren Rounds seconded. Motion carried 4-0.

9.d. GCBDA/GDBDA - Family Medical Leave – Jamie Olsen motioned to approve. Deb Lindberg seconded. Motion carried 4-0.

9.e. GCBDA/GDBDA-AR - Family Leave – Deb Lindberg motioned to approve. Jamie Olsen seconded. Motion carried 4-0.

9.f. GCBDF/GDBDF - Paid Family Medical Leave Insurance – Jamie Olsen motioned to approve. Deb Lindberg seconded. Motion carried 4-0.

9.g. GCBDF/GDBDF-AR - Paid Family Medical Leave Insurance - Jamie Olsen motioned to approve. Deb Lindberg seconded. Motion carried 4-0.

9.h. LBEA - Resident Student Denial for Virtual Public Charter Attendance – Deb Lindberg motioned to approve. Soren Rounds seconded. Motion carried 4-0.

10. Board Comments – Risteen Follett took a moment to thank Superintendent Nieraeth for all of the hard work she has been doing for Alsea School.

11. Future Agenda Items – None noted.

12. Key Dates
- November 20 & 21 - Parent Teacher Conferences
- November 20-24 Thanksgiving Break, No school
- November 29 - Hearing Screening - Rescreen
- November 29 - OSU K-8 Field Trip
- December 5 - School Board Self-Assessment, Work Session
- December 14 - School Board Meeting

Meeting adjourned at 9:27 PM

_____ _____

Risteen Follett, School Board Chair Krista Nieraeth, Superintendent

b. Approval of Minutes 12.05.2023 Work Session

Alsea School District 7J
301 S 3rd St.
Alsea, OR 97324
(541) 487-4305

Alsea School Board Meeting
Work Session
Tuesday, December 5, 2023 6:00 PM
Alsea School Library

1. Call to Order - 6:04 PM
   1.a. Flag Salute
   1.b. Approval of Agenda
   Agenda approved with no modifications.

2. School Board Self-Assessment Workshop
   Vince Adams from OSBA came to work with the Alsea School Board to develop Self-Assessment goals.

   Board members discussed at length the results of the survey they took to establish their strengths and weaknesses.
   - ★ Vision-Directed Planning
   - ★ Community Engagement
   - ★ Effective Leadership
   - ★ Budgeting and Financial Accountability
   - ★ Using Data for Improvement and Accountability
   - ★ Cultural Responsiveness, Culture and Climate
   - ★ Board Member Conduct, Ethics and Relationship with Superintendent

3. OSBA Annual Convention
   Board members thanked Ms. Nieraeth for the opportunity to attend. With so many new board members they welcome opportunities to learn and grow in their roles. Some of the areas they would like to continue to explore include:
   - Student Involvement
   - Parental Rights and Voice
   - School Board training
   - Ethics Violation
   - Budget, Financial Health of the District
   - Rural School Caucus

4. Adjournment 8:43 PM

Risteen Follett, Board Chair

Krista Nieraeth, Superintendent

c. Approve Hire

d. Approve Resignation

i. Anna Chilcote - Building Teacher

ii. Dwain Price - Alsea Bus Driver

3. **Patron Comments:**

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4. **Reports**

a. Superintendent Report

Alsea School District

December Meeting Board Report

Krista Nieraeth, Superintendent and Special Education Director

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1. **SIA Grant Agreement for 23 – 24 SY**

   I will be presenting the SIA Grant Agreement for the 23 – 24 school year. In this agreement, the board will see not only the requirements for the grant, but also the LPGTs that were co – developed by the district and ODE for review and approval. This is the last grant agreement for the Integrated Guidance (IG) process. Once approved, the district will move forward in collecting the monies from the SIA, HSS, CSI/TSI, and EIIS grants.

2. **Early Literacy Grant**

   ODE has released the Early Literacy Grant application for districts to start filling out. For the 23 – 24 school year, Alsea is allocated preliminarily $91,682 and for the 24 – 25 school year, $95424.13. Mrs. Shunk and I have been attending different trainings and meetings in regards to this application and will be presenting it to the board at our January 2024 meeting for review and approval.

3. **Community Health Centers of Benton and Linn Counties Meeting**

   I met with Christine Mosbaugh and Lacey Mollel to discuss the need for medical facilities in Alsea for our students and families, as well as some barriers that come with having this facility. The CHC is wanting to partner with Alsea School District to survey our families about their thoughts, needs, and wants for medical services in Alsea, as well as ways the school could perhaps partner with the CHC to bring medical services to Alsea. We will be meeting more throughout the year to collaborate for ways survey our families.

4. **ESD and Payroll Services**

   Don and I met with Jason Hay, Superintendent of the LBLESD, and Rocco Luiere, CFO of the LBLESD to discuss payroll services to Alsea School District and delineate roles and responsibilities of each entity. We are also starting the conversation about ensuring that the services Alsea is paying for is cost effective and efficient for the district.

5. **STEM Hub**

   The district is working with the Mid – Valley STEM – CTE Hub to bring STEM activities and lessons to Alsea. The hub has already visited elementary classrooms to provide STEAM activities, as well as is working with Sara Littlefield to put on a Family Engagement Event. The VCSA superintendents are discussing how to help fund the Hub to continue to provide services to our students and schools. This includes each providing funding based on the ADMr to the STEM Hub.

6. Bond

The district is asking for an extension of the OSCIM grant to ensure that we do not lose money. The deadline of the OSCIM grant is March 30, 2024, and one of the major issues is that due to the delay of the process, the district can spend all but $300K - $400K of the money by that deadline. Don, Chris, and Nancy are looking at projects right now to put towards that grant to lower the ending fund amount just in case an extension is not granted. The scope and work of the project will not change, however. There is money in our budget that could be reappropriated to help cover some, if not most, of the cost. The district is asking for an extension until September 30, 2024.

i. Regular Attenders

REGULAR ATTENDERS

	Enrolled	Oct 1	Enrolled	1-Nov	Enrolled	1-Dec
KG	18	66.67%	17	42.86%	16	43.75%
1st	42	80.95%	39	81.40%	39	82.05%
2nd	36	72.22%	34	71.05%	37	78.38%
3rd	32	74.19%	30	75.00%	29	79.31%
4th	26	64.00%	26	61.54%	25	60.00%
5th	24	70.83%	24	50.00%	25	48.00%
6th	13	76.92%	12	61.54%	12	66.67%
7th	20	60.00%	19	78.63%	19	73.68%
8th	13	53.85%	13	69.23%	13	69.23%
9th	22	65.22%	22	70.83%	23	73.91%
10th	12	58.33%	12	66.67%	12	66.67%
11th	14	64.29%	14	57.14%	14	71.43%
12th	11	30.77%	10	69.23%	10	80.00%
Schoolwide	**283**	**64.48%**	**272**	**65.78%**	**274**	**68.70%**

b. K-6 Brick and Mortar Principal Report

Alsea School District

December Meeting Board Report – K-6 B&M School

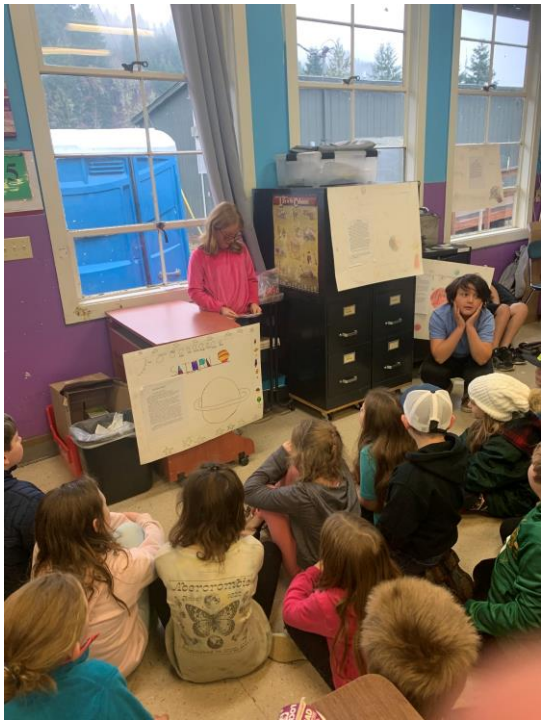
Krista Nieraeth, Principal

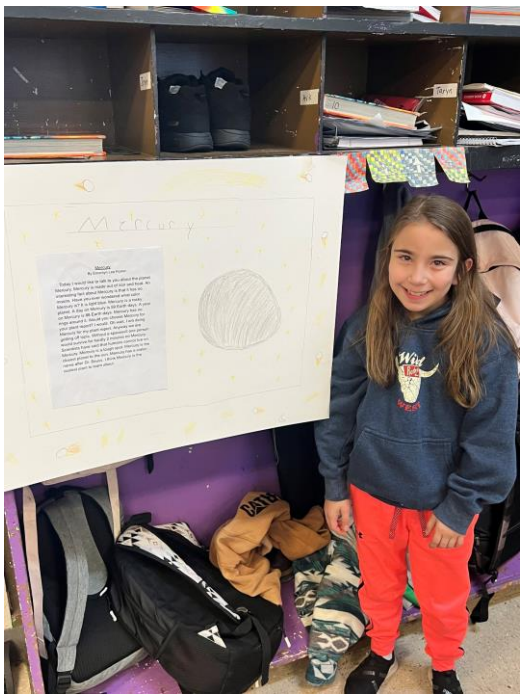
School / Classroom Updates / Accomplishments



- The 4th grade students particiapted in a STEAM activity with the Mid – Valley STEAM Hub to discuss motion and energy. Alsea is partnering with the STEAM Hub for our students to participate in Hands – On learning through many different activities.

- The 5th grade students have been doing a science research project on the planets. Each student created a poster and a drawing of their planet that included facts about the planet and drawings of what the planets look like. Each student also had to write and give a speech about their planet to their classmates and the 3rd graders, who were practicing their listening and questioning skills.







•On November 29, the K – 8 students attended an OSU women's basketball game versus Weber State. The students were able to tour Gill Coliseum and watch the basketball game. Thank you to Mr. Rothenberger for organizing this event, the parent volunteers and staff who helped supervise the students, and the high school students who were a big help in ensuring that our students were safe and well taken care of!





- The K – 6 Jogathon was a success! Thank you to all the community and family members who donated and thank you to Sam Pedder for putting on a successful event for our students!

- The 6th graders have been participating in a unit about the different types of cells and the organelles that help make cells work. The unit has had many different learning opportunities, including research, microscope work, and creating posters about the cells and presenting the posters to their classmates and teacher.





- The K – 12 ELA staff attended a SAAVAS training (our new ELA curriculum) for questions about the curriculum, as well as to learn all the different parts of the curriculum and the different resources available. Staff is continuing to learn and implement the curriculum in the classroom based on their data and CCSS standards as required by the state.

- The elementary school is doing student of the month from each classroom. November's student of the month theme was Optimistic, which is the O from Wolverine. The following students were chosen by their teachers:

  Kindergarten: Brantley Tolleson **1st Grade:** Easton Bauer
  2nd Grade: Jack Cleveland **3rd Grade:** Courtenay Larson
  4th Grade: Aria Vance **5th Grade:** Henry Dennis **6th Grade:** Myla Cantrell

Congratulations to all the winners!! Each winner received a signed certificate and a $10 gift card to Dairy Queen. In December, the student of the month theme is Leadership.



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c. K-5 LaHO Principal Report

ALSEA SCHOOL DISTRICT BOARD REPORT

Name: Heather Shunk **Position:** Principal

BOARD MEETING DATE: December 14, 2023

November Assembly Slide Deck -

Highlights - Students of the Month, Character Trait - Ownership; Celebrating Attendance, Math, & Reading Superstars

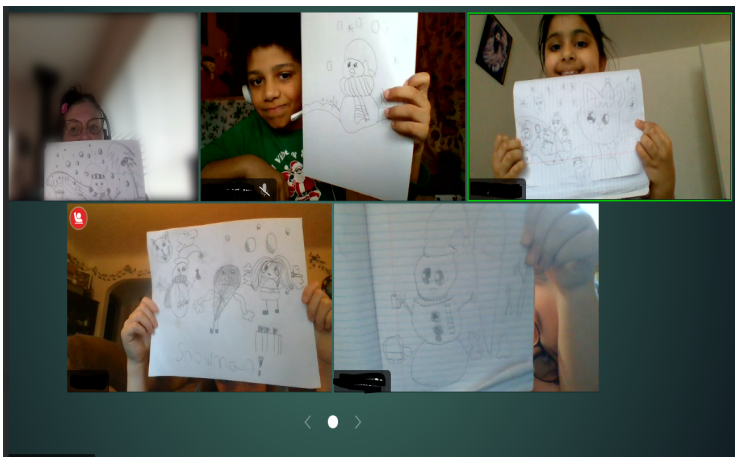
December Newsletter

Highlights/Kudos: We recently celebrated Attendance, Reading, and Math Superstars at our November assembly as well as our collective growth in the character trait of Ownership. Currently, 74% of our students have a 90% or better attendance rate. Utilizing the Literacy Footprints platform, our students have access to an online library of high quality books. We have several students who have read a significant amount of books so far this year and completed the accompanying comprehension questions to solidify their learning. We received very positive feedback from families that participated in the field trip to OSU. We are looking forward to creating more opportunities for our students and their families to engage with students from Alsea SD and LaHO.

Literacy & Math Diagnostic Data: November - December 2023 Usage Summary

We have work to do with increasing the amount of time that our students are utilizing the i-Ready resource. I have highlighted and provided helpful tips within our monthly newsletter targeted to inform parents on how they can support their students at home and how these lessons can be meaningful ways to expand conversations for the family. To enhance proficiency in reading and math, dedicating time to i-Ready lessons can significantly bolster skill development. By extending the duration of these sessions, students have increased opportunities to engage with tailored content, adaptive exercises, and personalized learning paths.





d. 7-12 Brick and Mortar Principal Report

Board Report for 7-12 for: December

From behind the principal's desk:

This past month has been a good one but a very busy one. I first want to say “Thank you” to all my staff. We made it to Thanksgiving break and many of us needed that break. My staff is tremendous in bonding together to do whatever it takes to put kids first.

Last week we took approximately 150 individuals (B&M and LaHO) to watch the OSU women’s play Weber State. OSU women were triumphant. Overall, our students behaved very well and represented Alsea amazingly.

I have included a graph that shows our students with F’s and D’s and there are a few that have both an F and a D. I broke them down by grade level. Some of the percentages are not bad and some are not acceptable. So, what are we doing to fix this issue? 1- We are offering after school tutoring on Mondays and Wednesdays from 3:30 to 5:20. 2- Kayla Wilson is meeting with students individually to see what we can do to support them to have academic success. 3-Implenting Student Success meetings and working closely with Linn Benton ESD. 4- Communicating with parents.

Again, I asked my staff to give me a highlight of one positive from their department.

CTE/Ag
Students have been utilizing the woodshop project books to create projects and learning woodworking skills. Our CNC Plasma is up and running and students have been cutting parts and designs.

High school PE and Strength and Conditioning classes:
For elementary PE, we are on week 2 of our 'yoga' unit. The little ones attempting yoga poses are hilarious.
Our next scheduled elementary PE unit is Jump ropes.

Science:
The 7th grade students are beginning their study and discovery of molecular genetics. The students are working very hard to understand the information and they will most likely, be scientists when they grow up!

Art:
1. Finished sign for Merc!
2. almost done with New Years Eve drop

English:

Here is the monthly participation in our own, secret, high school trait of the month. Lots of kids are joyful for their friends, school, and sports. Im glad to know they have joy each day!

Math:

Math Class averages are trending upwards. Algebra 2 is at 96.6%, Geometry is at 82%, 7th and Finance are at 77%. Algebra 1, while at a 65.7% average, has been improving as well. Many students took the thanksgiving break as a chance to catch up.

Desk of High School Secretary:

Even though the year seems to have not hit a slowdown yet, staff and students have a wonderful attitude and general happy demeanor.

There are a lot of wonderful things being done round the school, through both field trips and wonderful learning opportunities. All the students K-12 have been productive and engaged through projects. It's amazing seeing them so excited to learn.

Athletics:

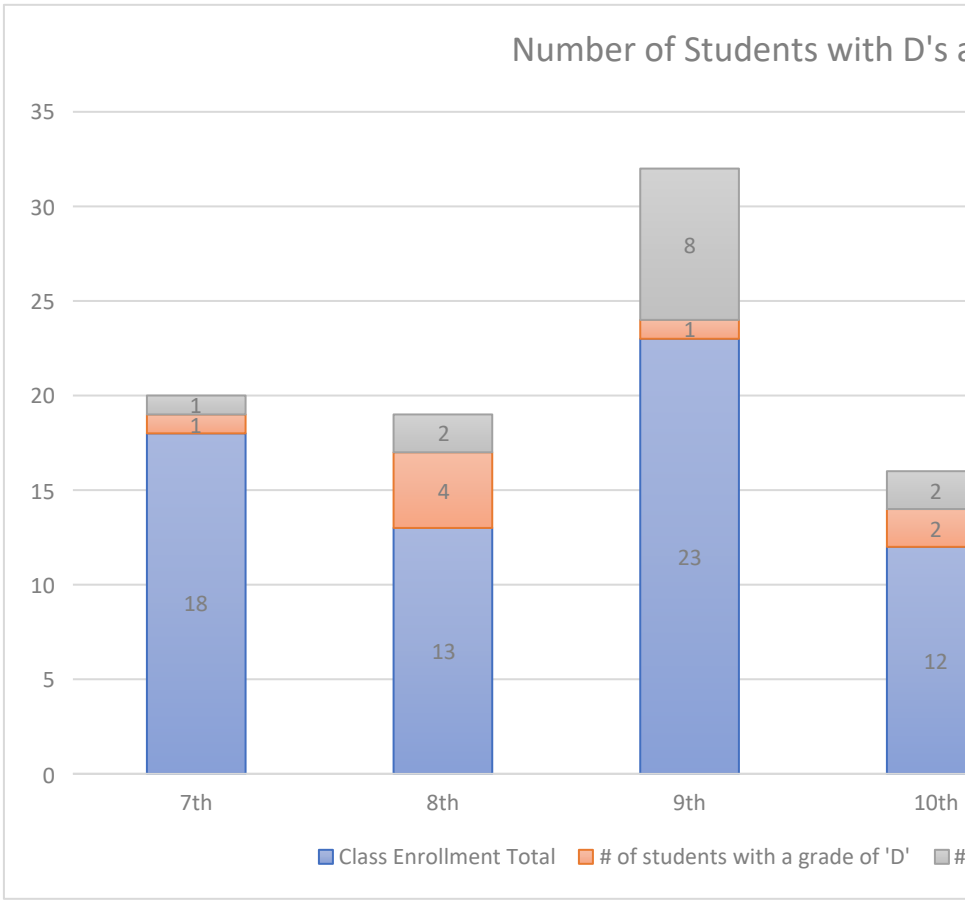
Did a grade check on Wednesday and was very excited with the results I saw. It just goes to show you when students are involved with extra-curricular activities their grades are better.

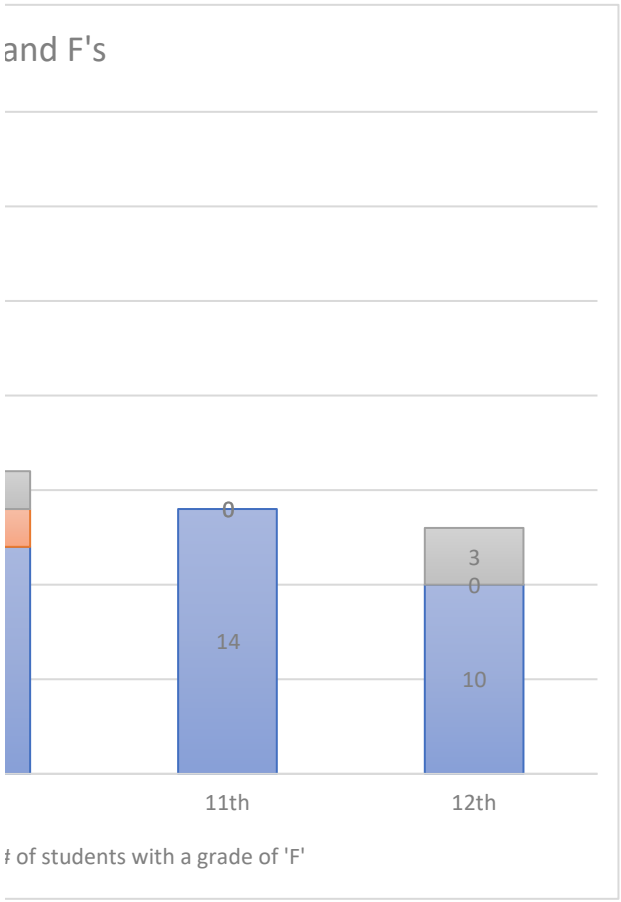
High School Boys and Girls Basketball: Off to a bumpy start but have played some very tough competition. This past weekend they went south to Days Creek to play in a tournament. I received two positive reviews from the hotel and Days Creek AD on how well behaved our student athletes were. They are packing up for a three-day trip to Eastern Oregon to play three games. Good Luck Wolverines.

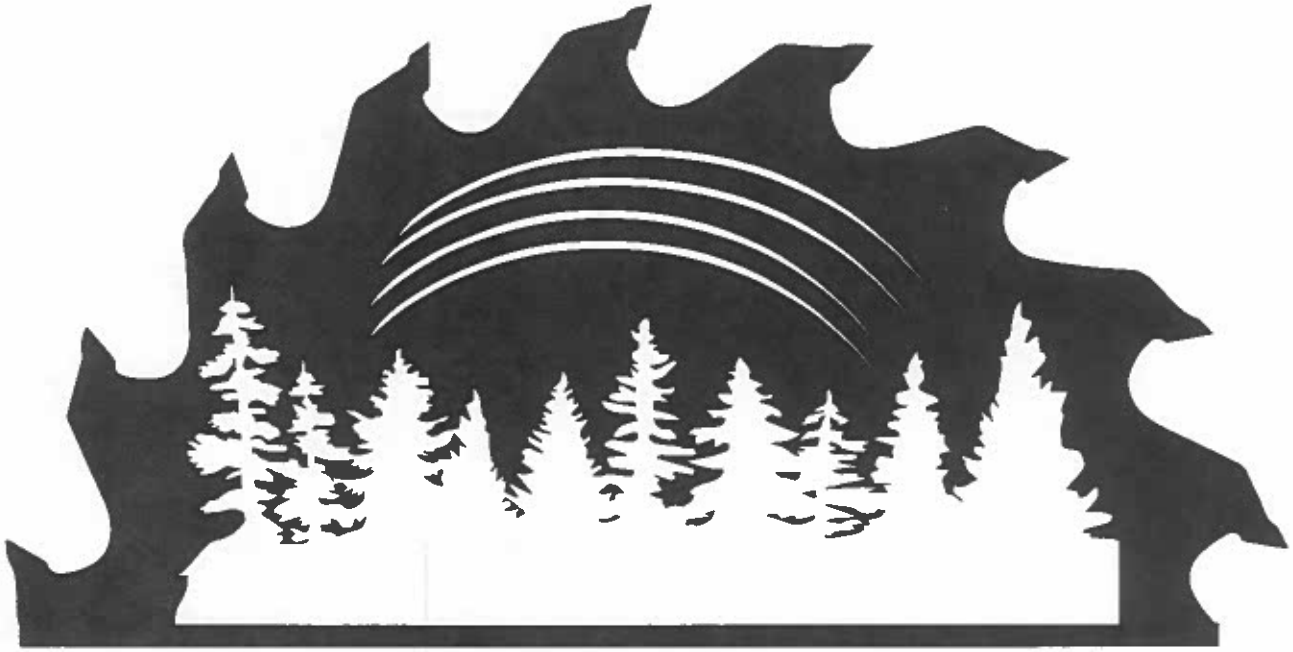
Transportation:

Transportation this past month has been much better. Good news is we received a new 77 passenger bus and our current bus #3 went to WLA. All buses except one are under warranty in our local fleet. In the spring our new Type 20 bus will arrive.

	Class Enrollment Total	# of students with a grade of 'D'	# of students with a grade of 'F'
7th	18	1	1
8th	13	4	2
9th	23	1	8
10th	12	2	2
11th	14	0	0
12th	10	0	3


Number of Students with D's a
35
30
25
20
15
10
5
0
1
1
18
2
4
13
8
1
23
2
2
12
7th
8th
9th
10th
Class Enrollment Total
of students with a grade of 'D'
#


and F's
0
14
3
0
10
11th
12th
of students with a grade of 'F'

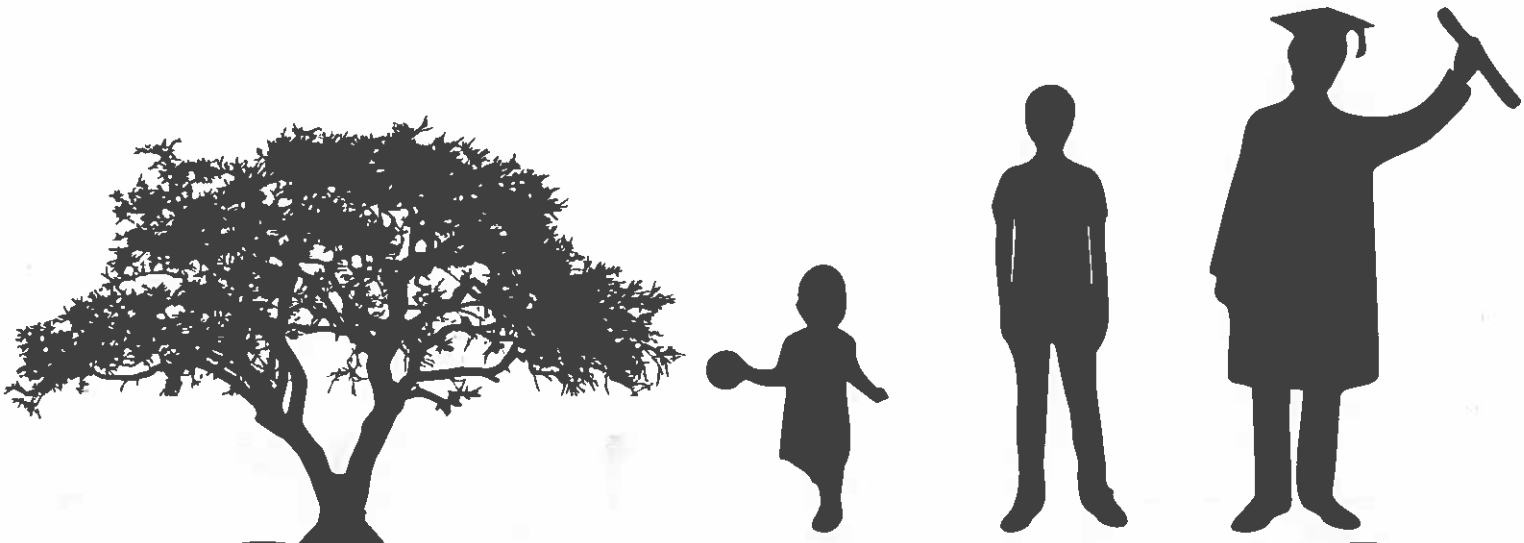


Clemens Foundation

Since:1959



alistm



CLEMENS

Foundation

Since 1961

By Whitaker Gray

clemens Foundation

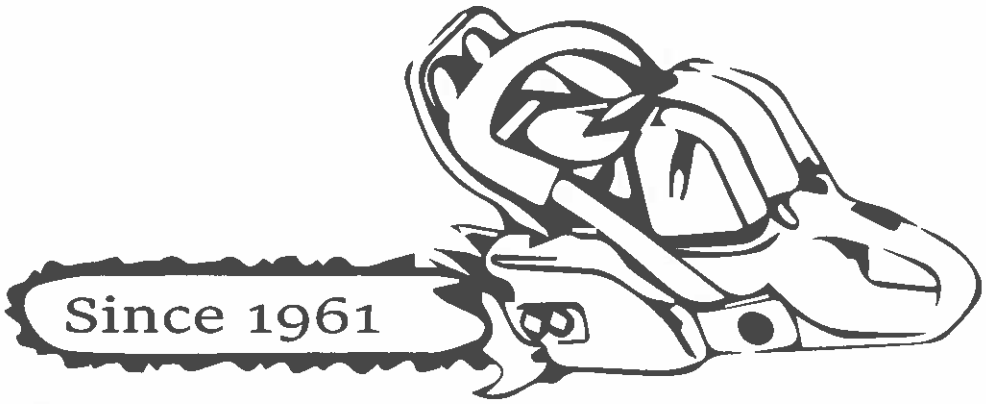


Since 1961

Pixie



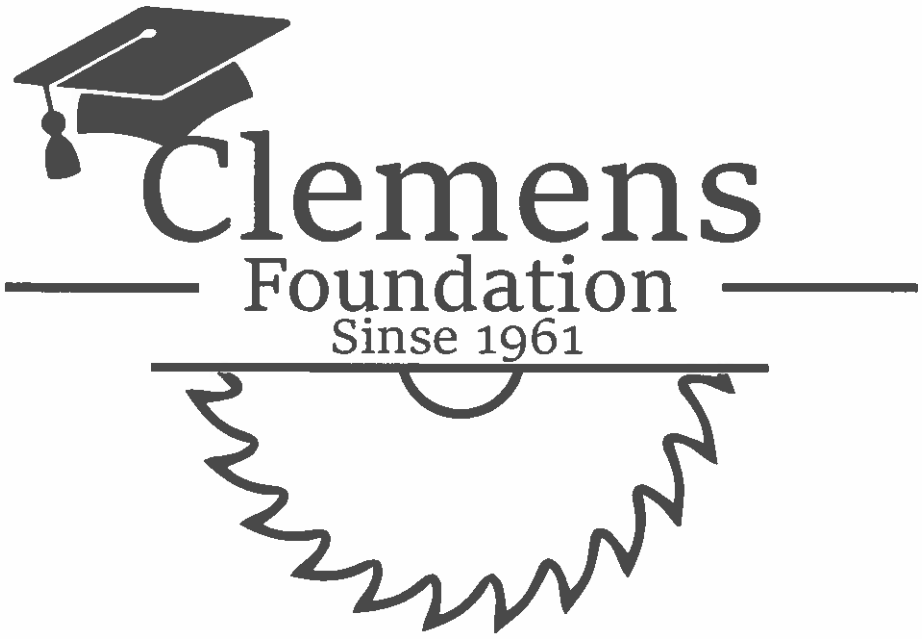
CLEMENS
FOUNDATION
Since 1961

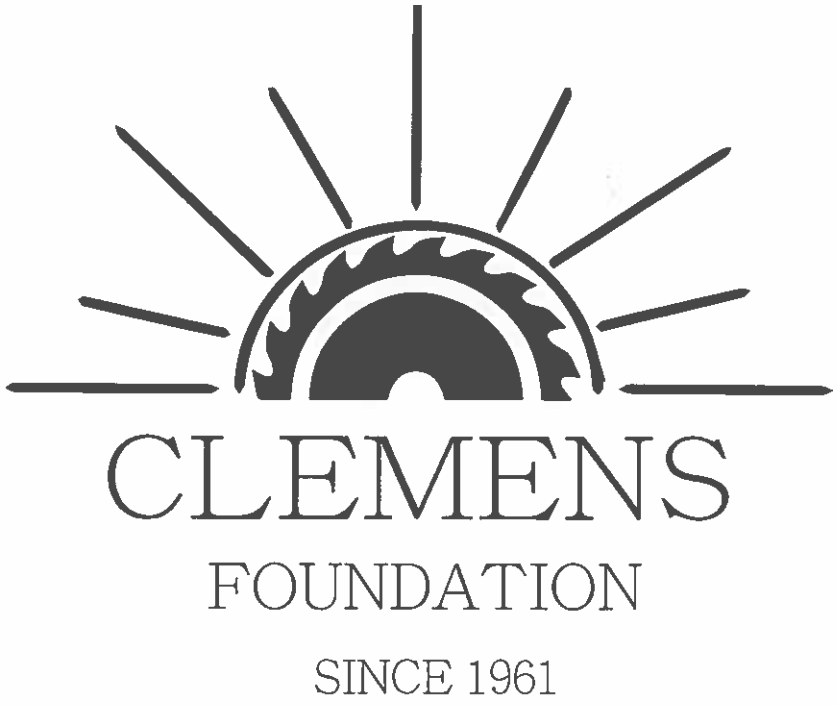


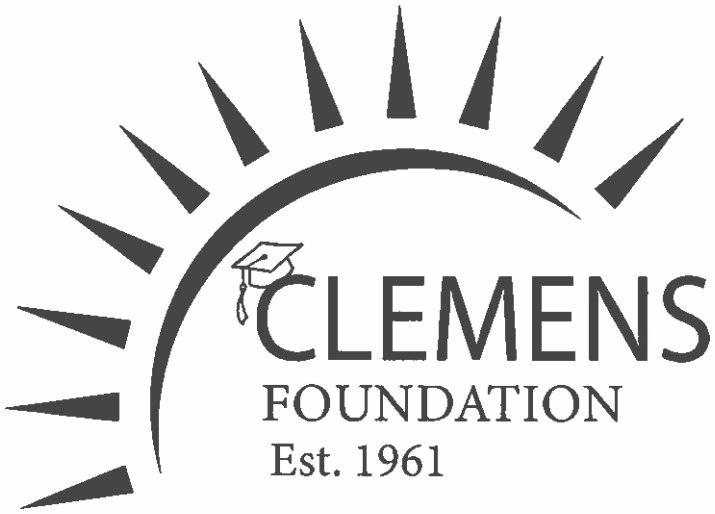
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FOUNDATION

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Clemens
Foundation
Since 1961

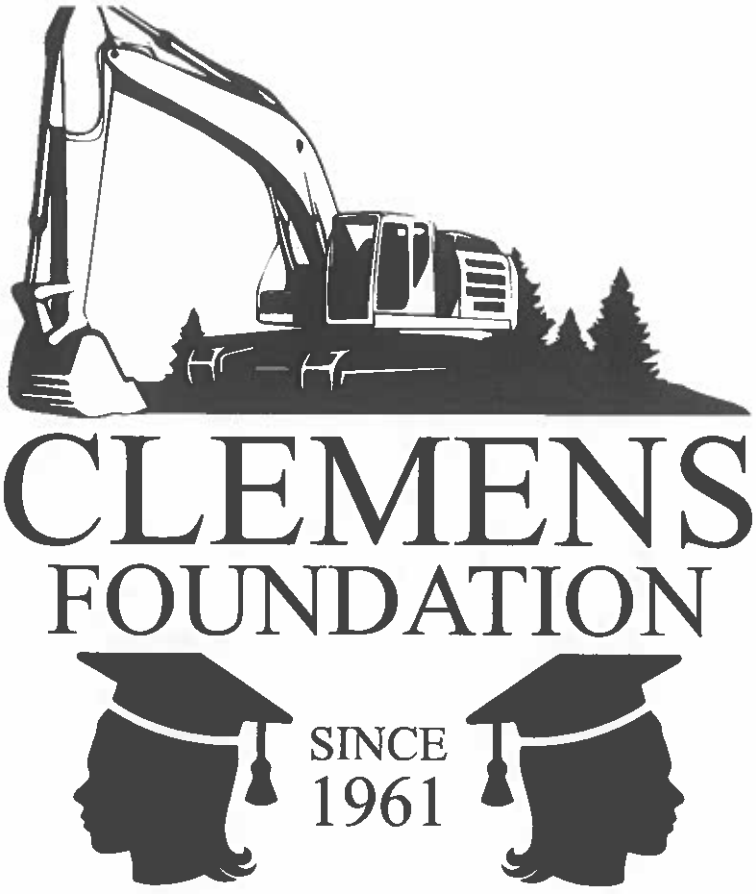

Clemens
Foundation
Sinse 1961


CLEMENS
FOUNDATION
SINCE 1961


CLEMENS
FOUNDATION
Est. 1961


1961
CLEMENS
FOUNDATION

BY: AUTUMN









Piper pedder

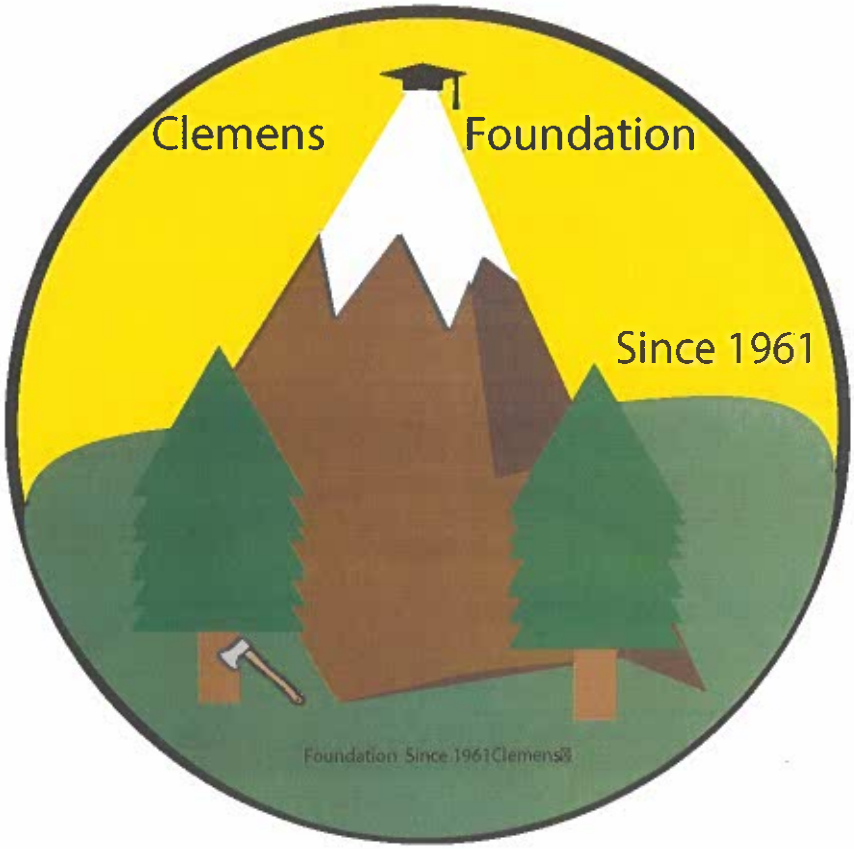
Dante

CLEMENS FOUNDATION











Designed By Jaxx A

What brings you JOY?

you are "JOYFUL" for!!

I am Joyful for my weight set, Kendra, my family, and my freshmen boy's ☺ And Jesus ♥ Ethan

My Friends and my Sports, family -Cobi

My Friends Chloe, autumn, piper Sports, Family, my Horse. -Cobi

Carter -Kolby

Autumn, chloe, lane, robi and family -Piper

Carter, piper, Chloe, sean, Autumn, friends, & family -lane

#11 My friends and family sports, Pets #22 #13 -Autumn #53

Carter, Kolby, sean Jesus, my family -Kellen ☺

You guys and my sis

My family, My Friends, Cash, Basketball -

Sleep and sports and susie -Delaney

Sports! And Cobi, autumn Piper, Lane, Sean -Chloe

Carter Kolby Lane Chloe Kellen Sports -Sean

Watermelon fried Chicken and Kool-aid

Watermelon gum, Basketball friends, family, school, books

my friends, My horsie, my mommy Huntie, Christmas -Callie

- Gunner kill (my bf)
- Callie + kendra
- Ava ↑ ↑ ↑ All GOATS fr

-Whisper

Sports Animals Family & friends [redacted] Megan

Sean, my family, Kolby, kellen, Piper, Autumn, Lane, And Food

Family, Friends, Animals, Sports, food, Ethan, Christmas, [redacted], summer

-Kendra

e. Financials

GENERAL FUND
STATEMENT OF RESOURCES
FOR THE FISCAL YEAR 2023-24
As of November 30, 2023

LINE		SOURCE	BUDGET	Y-T-D 11/30/2023	PROJECTED	TOTAL 11/30/2023	BALANCE OVER/(UNDER)
		STATE SCHOOL SUPPORT FORMULA					
1	1111	CURRENT YEAR'S TAXES	**$ 499,000.00**	$ 475,422.38	23,577.62	**$ 499,000.00**	**$ -**
2	1112	PRIOR YEAR'S TAXES	**1,000.00**	1,554.80		**1,554.80**	**554.80**
3	1114	OTHER TAXES	**-**	4.72	-	**4.72**	**4.72**
4	1190	INTEREST ON TAX COLLECTIONS	**800.00**	348.21		**348.21**	**(451.79)**
5	2101	COUNTY SCHOOL FUND	**2,500.00**	1,666.58	4,833.42	**6,500.00**	**4,000.00**
6	3103	COMMON SCHOOL FUND	**66,340.92**	-	62,743.82	**62,743.82**	**(3,597.10)**
7	3101	STATE SCHOOL SUPPORT FUND	**6,773,656.93**	3,490,237.00	2,727,891.46	**6,218,128.46**	**(555,528.47)**
8	4801	FEDERAL FOREST FEES	**-**	-	-	**-**	**-**
9		**TOTAL 2023-24 SSSF SOURCES (Line 1 - Line 8)**	**7,343,297.85**	**3,969,233.69**	**2,819,046.32**	**6,788,280.01**	**(555,017.84)**
		STATE SCHOOL SUPPORT FORMULA (Prior Yr Adjustments)					
10		STATE SCHOOL SUPPORT FUND 22-23				**-**	**-**
11		HIGH COST GRANT				**-**	**-**
12		**TOTAL SSSF PRIOR YR ADJ (Line 10 - Line 11)**	**-**	**-**	**-**	**-**	**-**
13		**TOTAL SSSF SOURCES (Line 9 + Line 12)**	**7,343,297.85**	**3,969,233.69**	**2,819,046.32**	**6,788,280.01**	**(555,017.84)**
		NON STATE SCHOOL SUPPORT FORMULA SOURCES					
		LOCAL SOURCES					
14	1412	TRANSPORTATION FEE FROM OTHER DISTRICTS	**88,505.00**	41,833.45	46,671.55	**88,505.00**	**-**
15	1510	EARNINGS ON INVESTMENTS	**25,000.00**	103,464.75	46,535.25	**150,000.00**	**125,000.00**
16	1710	ADMISSIONS - GATE FEES	**7,500.00**	3,967.70	-	**3,967.70**	**(3,532.30)**
17	1760	FUND RAISING	**-**	125.00	-	**125.00**	**125.00**
18	1910	RENTAL INCOME	**12,000.00**	1,200.00	2,400.00	**3,600.00**	**(8,400.00)**
19	1960	RECOVER PRIOR YEAR'S EXPENDITURES	**-**	13,815.31	-	**13,815.31**	**13,815.31**
20	1920	DONATIONS	**6,000.00**	-	-	**-**	**(6,000.00)**
21	1980	FEES CHARGED OTHER GRANTS	**15,000.00**	-	-	**-**	**(15,000.00)**
22	1990	MISCELLANEOUS REVENUE	**23,800.00**	20,302.46		**20,302.46**	**(3,497.54)**
23	1991	ERATE	**1,000.00**	-	-	**-**	**(1,000.00)**
24		**TOTAL LOCAL SOURCES (Line 14 - Line 23)**	**178,805.00**	**184,708.67**	**95,606.80**	**280,315.47**	**101,510.47**
		OTHER SOURCES					
25	2102	REVENUE THROUGH ESD	**4,000.00**	-	-	**-**	**(4,000.00)**
26	3203	SPECIAL EDUCATION PROGRAMS	**8,000.00**	-	-	**-**	**(8,000.00)**
27	5300	INSURANCE REIMBURSEMENT	**5,000.00**	-		**-**	**(5,000.00)**
28	5400	BEGINNING CASH	**2,999,999.65**	4,378,189.76		**4,378,189.76**	**1,378,190.11**
29		**TOTAL OTHER SOURCES (Line 23 - Line 28)**	**3,016,999.65**	**4,378,189.76**	**-**	**4,378,189.76**	**1,361,190.11**
30		**TOTAL NON SSSF SOURCES (Line 23 + Line 29)**	**3,195,804.65**	**4,562,898.43**	**95,606.80**	**4,658,505.23**	**1,462,700.58**
31		**TOTAL RESOURCES (Line 13 + Line 30)**	**$ 10,539,102.50**	**$ 8,532,132.12**	**$ 2,914,653.12**	**$ 11,446,785.24**	**$ 907,682.74**

GENERAL FUND
STATEMENT OF EXPENDITURES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of November 30, 2023

		BUDGET	ACTUAL Y-T-D 11/30/2023	ENCUMBERED	TOTAL 11/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
INSTRUCTION							
1111	Elementary, K-5	1,321,195.00	286,549.08	635,400.82	921,949.90	399,245.10	
1121	Middle/Junior High Programs	518,950.00	59,625.79	177,362.74	236,988.53	281,961.47	
1122	curricular	48,400.00	13,668.95	8,478.90	22,147.85	26,252.15	
1131	High School Programs	556,600.00	91,262.36	234,605.69	325,868.05	230,731.95	
1132	High School Extra-curricular	224,300.00	56,721.38	38,513.85	95,235.23	129,064.77	
1140	Pre-kindergarten Programs	-	359.34	360.66	720.00	(720.00)	
1210	Programs for the Talented and Gifted	3,499.50	-	-	-	3,499.50	
1250	Less Restrictive Programs: Students w/ Disability	1,187,200.00	255,194.23	434,810.19	690,004.42	497,195.58	
1280	Alternative Education	21,000.00	-	-	-	21,000.00	
1291	English Second Language Programs	9,600.00	3,880.03	13,945.15	17,825.18	(8,225.18)	
	TOTAL INSTRUCTION	3,890,744.50	767,261.16	1,543,478.00	2,310,739.16	1,580,005.34	59.39%
SUPPORT SERVICES							
2114	Student Accounting Services	53,920.00	-	-	-	53,920.00	
2134	Nurse Services	12,000.00	3,770.00	3,770.00	7,540.00	4,460.00	
2142	Psychological Testing Services	35,000.00	-	50,200.00	50,200.00	(15,200.00)	
2152	Speech Pathology Services	161,360.00	11,964.23	28,583.43	40,547.66	120,812.34	
2160	Other Student Treatment Services	28,000.00	790.00	-	790.00	27,210.00	
2190	Service Direction, Student Support Services	34,050.00	13,806.58	23,632.49	37,439.07	(3,389.07)	
2210	Improvement of Instruction Services	-	4,500.80	287.72	4,788.52	(4,788.52)	
2222	Library/Media Center	1,250.00	-	-	-	1,250.00	
2230	Assessment and Testing	6,848.00	1,406.35	2,877.32	4,283.67	2,564.33	
2240	Instructional Staff Development	26,000.00	341.83	-	341.83	25,658.17	
2310	Board of Education Services	161,200.00	51,146.05	100.00	51,246.05	109,953.95	
2321	Office of the Superintendent Services	335,100.00	135,386.88	163,047.82	298,434.70	36,665.30	
2410	Office of the Principal Services	512,070.00	155,617.19	224,127.45	379,744.64	132,325.36	
2520	Fiscal Services	370,900.00	68,917.90	232,411.21	301,329.11	69,570.89	
2540	Operation and Maintenance of Plant Services	613,500.00	268,959.71	183,365.48	452,325.19	161,174.81	

GENERAL FUND
STATEMENT OF EXPENDITUES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of November 30, 2023

			BUDGET	ACTUAL Y-T-D 11/30/2023	ENCUMBERED	TOTAL 11/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
2550		Student Transportation Services	1,660,150.00	359,355.01	402,098.67	761,453.68	898,696.32	
2660		Technology Services	92,400.00	65,905.76	37,344.17	103,249.93	(10,849.93)	
2700		Supplemental Retirement Program	-	4,199.52	5,955.60	10,155.12	(10,155.12)	
		TOTAL SUPPORT SERVICES	4,103,748.00	1,146,067.81	1,357,801.36	2,503,869.17	1,599,878.83	61.01%
OTHER REQUIREMENTS								
5110		Long-Term Debt Service	20,100.00	19,978.69	-	19,978.69	121.31	
5200		Transfers of Funds						
5200	790	Food Service	123,405.00	-	123,405.00	123,405.00	-	
5200	792	Bus Fund	259,000.00	-	259,000.00	259,000.00	-	
5200	795	Athletics	-	-		-	-	
6110		Operating Contingency	120,000.00	-		-	120,000.00	
7000		Unappropriated Ending Fund Balance	2,022,105.00	-		-	2,022,105.00	
		TOTAL OTHER REQUIREMENTS	2,544,610.00	19,978.69	382,405.00	402,383.69	2,142,226.31	15.81%
		TOTAL EXPENDITURES	$ 10,539,102.50	$ 1,933,307.66	$ 3,283,684.36	$ 5,216,992.02	$ 5,322,110.48	49.50%

Special Revenue

Statement of Grants and Other Special Revenue Funds

						REVENUE				EXPENDITURES			
#	Fund Title	SOURCE	End Date	Grant Amount	Beginning Cash	Y-T-D	PROJECTED	Transfer from General Fund	TOTAL	Y-T-D	Encumbered	TOTAL	Balance
				5									
200	Donations				3,353.63	9,697.64			13,051.27	5,655.84	467.00	6,122.84	6,928.43
203	Title I-A	ODE	9/30/2023	10,477.16	-	10,477.16	-		10,477.16	10,477.16	596.18	11,073.34	
203	Title I-A	ODE	9/30/2024	49,679.00			49,679.00		49,679.00	20,499.99	7,989.45	28,489.44	
203	**Total Title I**			60,156.16		10,477.16	49,679.00		60,156.16	30,977.15	8,585.63	39,562.78	20,593.38
204	CNP Equipment Grant	ODE	6/30/2025	3,158.00	-	-	3,158.00		3,158.00	-	-	-	
207	YTP	ESD	6/30/2024	38,493.70	-	9,018.19	29,475.51		38,493.70	13,711.96	18,812.39	32,524.35	5,969.35
210	IDEA Part B 611	ODE	9/30/2024	16,528.60	-	834.50	15,694.10		16,528.60		-	-	
210	IDEA Part B 611	ODE	9/30/2025	94,298.00			94,298.00		94,298.00		-	-	
210	**Total IDEA Part B 611**			110,826.60		834.50	109,992.10		110,826.60	-	-	-	110,826.60
216	IDEA Part B, Section 619 2021-22 ARP	ODE	9/30/2023	849.00		-	849.00		849.00	-	-	-	
	IDEA Part B, Section 619 PassThru 2022-23	ODE	9/30/2023	278.60		-	278.60		278.60	-	-	-	
	IDEA Part B, Section 619 PassThru 2022-23	ODE	9/30/2024	1,453.00		-	1,453.00		1,453.00	-	-	-	
216	**Total IDEA Part B 619**			2,580.60		-	2,580.60		2,580.60	-	-	-	2,580.60
220	Title II-A - Teacher Quality 23-24	ODE	9/30/2024	6,439.00	-	-	6,439.00		6,439.00	1,133.34	-	1,133.34	
	Title IV-A - Student Support and Academic Enrichment 23-24	ODE	9/30/2024	10,000.00			10,000.00		10,000.00	-	-	-	
220	**Title V- B REAP**			16,439.00		-	16,439.00		16,439.00	1,133.34	-	1,133.34	15,305.66
	ESSER												
230	ESSER II	ODE	9/30/2023	65,974.11	-	65,974.11	-		65,974.11	65,974.11	-	65,974.11	-
232	ESSER III	ODE	9/30/2024	172,510.72	-	-	172,510.72		172,510.72	4,845.75	-	4,845.75	167,664.97
	Total ESSER Grants			238,484.83		65,974.11	172,510.72	-	238,484.83	70,819.86	-	70,819.86	167,664.97
	Integrated Guidance												
226	Early Indicator Intervention	ODE	6/30/20243	1,505.04	-	-	1,505.04		1,505.04	-	-	-	
248	Federal School Improvement Funds to CSI & TSI Schools 22-23	ODE	9/30/2024	85,011.15	-	-	85,011.15		85,011.15	22,420.19	62,428.49	84,848.68	
251	Student Investment Account	ODE	6/30/2025	894,970.05	-	-	894,970.05		894,970.05	174,980.95	538,131.19	713,112.14	
252	High School Success M98	ODE	6/30/2025	116,492.52	-	-	116,492.52		116,492.52	30,813.10	93,157.85	123,970.95	
	Total Integrated Guidance			1,097,978.76		-	1,097,978.76	-	1,097,978.76	228,214.24	693,717.53	921,931.77	176,046.99
257	Baseball/Softball Program			-	3,706.92	-			3,706.92	-	-	-	3,706.92
259	Student Activity Funds			-	-	66,120.97			66,120.97	13,098.19	1,598.32	14,696.51	51,424.46
263	Outdoor School	OSU	6/30/2024	10,000.00	-	-	10,000.00		10,000.00	-	2,611.50	2,611.50	7,388.50
267	TAP Asbestos Assessment	ODE	12/31/2023	11,500.00	-	-	11,500.00		11,500.00	11,500.00	-	11,500.00	-
272	TAP Grant	ODE		-	-	-	-		-	5,725.00	-	5,725.00	(5,725.00)
290	Bus Replacement Fund			-	33,225.19	170,604.77		259,000.00	462,829.96	282,822.00	142,163.00	424,985.00	37,844.96
299	Nutrition Services			-	-	7,238.49	151,255.94	123,405.00	281,899.43	24,009.71	198,219.65	222,229.36	59,670.07
	Local Food for Schools (LFS) 23-24	ODE	8/31/2024	1,316.95	-	-	1,316.95		1,316.95	-	-	-	1,316.95
	Farm to School	ODE	6/30/2025	3,500.00	-	-	3,500.00		3,500.00	-	-	-	3,500.00
299	**Total Nutrition Services**			4,816.95		7,238.49	156,072.89	123,405.00	286,716.38	24,009.71	198,219.65	222,229.36	64,487.02
	Willamette Promise Grant		6/30/2024	10,000.00	-	-	10,000.00		10,000.00	-	-	-	10,000.00
	TOTAL				40,285.74	339,965.83	1,659,386.58	382,405.00	2,422,043.15	687,667.29	1,066,175.02	1,753,842.31	665,042.84

DEBT SERVICE
STATEMENT OF EXPENDITUES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of November 30, 2023

			BUDGET	ACTUAL Y-T-D 11/30/2023	Requisitions	ENCUMBERED	TOTAL 11/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
RESOURCES									
1111		CURRENT YEAR'S TAXES	**$ 91,400.00**	$ 88,265.67			**88,265.67**	**(3,134.33)**	
1112		PRIOR YEAR'S TAXES	**500.00**	171.68			**171.68**	**(328.32)**	
1190		PRIOR YEAR'S TAXES	**100.00**	26.91			**26.91**	**(73.09)**	
1510		INTEREST EARNINGS	**-**	18.50			**18.50**	**18.50**	
5400		BEGINNING FUND BALANCE	**18,000.00**	21,603.87			**21,603.87**	**3,603.87**	
		TOTAL INSTRUCTION	**110,000.00**	**110,086.63**	**-**	**-**	**110,086.63**	**86.63**	
EXPENDITURES									
5110		Long-Term Debt Service							
5110	610	Redemption of Principal	**30,000.00**	**-**	**-**	**-**	**-**	**30,000.00**	
5110	621	Regular Interest	**62,000.00**	**30,673.39**	**-**	**-**	**30,673.39**	**31,326.61**	
7000		Unappropriated Ending Fund Balance	**18,000.00**	**-**	**-**	**-**	**-**	**18,000.00**	
		TOTAL EXPENDITURES	**110,000.00**	**30,673.39**	**-**	**-**	**30,673.39**	**79,326.61**	**27.88%**

CAPITAL PROJECTS (400)
STATEMENT OF EXPENDITUES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of November 30, 2023

		BUDGET	ACTUAL Y-T-D 11/30/2023	ENCUMBERED	TOTAL 11/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
RESOURCES							
1510	Interest Earnings	**$ -**	$ -		**-**	**-**	
5200	Transfer from General Fund	**-**	-		**-**	**-**	
5400	Beginning Fund Balance	**274,747.25**	274,747.25		**274,747.25**	**-**	
	TOTAL INSTRUCTION	**274,747.25**	**274,747.25**	**-**	**274,747.25**	**-**	
EXPENDITURES							
4150	Building Improvement	**274,747.25**	**-**	**-**	**-**	**274,747.25**	
7000	Unappropriated Ending Fund Balance	**-**	**-**	**-**	**-**	**-**	
	TOTAL EXPENDITURES	**274,747.25**	**-**	**-**	**-**	**274,747.25**	**0.00%**

BOND 2021 (410)
STATEMENT OF EXPENDITUES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of November 30, 2023

		BUDGET	ACTUAL Y-T-D 11/30/2023	ENCUMBERED	TOTAL 11/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
RESOURCES							
1510	Interest Earnings	**$ 15,000.00**	$ 22,220.88		**22,220.88**	**7,220.88**	
3299	State Grant	**$ 2,100,000.00**	-	**2,100,000.00**	**2,100,000.00**	**-**	
5400	Beginning Fund Balance	**1,525,000.00**	1,538,492.56		**1,538,492.56**	**13,492.56**	
	TOTAL INSTRUCTION	**3,640,000.00**	**1,560,713.44**	**2,100,000.00**	**3,660,713.44**	**20,713.44**	
EXPENDITURES							
4150	Building Improvement	**3,640,000.00**	**833,974.52**	**1,018,503.22**	**1,852,477.74**	**1,787,522.26**	
7000	Unappropriated Ending Fund Balance	**-**	**-**	**-**	**-**	**-**	
	TOTAL EXPENDITURES	**3,640,000.00**	**833,974.52**	**1,018,503.22**	**1,852,477.74**	**1,787,522.26**	**50.89%**

f. Enrollment

Alsea School District - Enrollment Totals

Grade Level	2023-24										2022-23								
	Sept 1	Oct 1	Nov 1	Dec 1	Jan 1	Feb 1	Mar 1	Apr 1	May 1	June 1	Sept 1	Oct 1	Nov 1	Dec 1	Jan 1	Feb 1	Mar 1	Apr 1	May 1
KG	20	19	18	16							58	62	60	61	60	56	55	53	50
1st	35	42	39	39							56	66	64	66	64	60	60	58	54
2nd	35	36	36	37							42	41	41	45	43	38	36	35	32
3rd	29	32	31	29							43	50	54	53	51	46	46	46	45
4th	24	25	26	25							37	41	47	47	47	43	42	40	39
5th	23	24	26	25							29	32	36	36	36	29	29	26	24
6th	13	13	12	12							35	45	49	49	46	43	37	34	34
7th	18	20	19	19							44	59	59	61	59	56	56	52	48
8th	13	13	13	13							41	51	53	52	50	44	42	42	41
9th	20	22	22	23							14	14	13	13	12	12	12	12	13
10th	12	12	12	12							17	16	16	16	16	15	15	14	14
11th	13	14	14	14							21	21	21	22	20	20	20	19	17
12th	13	11	10	10							25	24	22	22	21	20	20	15	14
Total ADM	268	283	278	274							462	522	535	543	525	482	470	446	425

June 1
49
53
30
44
39
23
33
41
39
12
13
17
14
407

ENROLLMENT																	
Grade	In building/ Online Progra	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL	Notes	
As of 9/1/23	In building	10	15	11	17	18	20	13	18	13	20	12	13	13	193		
As of 9/1/23	Learn at Home OR	10	20	24	12	6	3	0	0	0	0	0	0	0	75		
As of 9/1/23	TOTAL	20	35	35	29	24	23	13	18	13	20	12	13	13	268		
As of 10/1/23	In building	10	16	12	17	19	20	13	20	13	22	12	14	11	199		
As of 10/1/23	Learn at Home OR	9	26	24	15	6	4	0	0	0	0	0	0	0	84		
As of 10/1/23	TOTAL	19	42	36	32	25	24	13	20	13	22	12	14	11	283		
As of 11/1/23	In building	9	14	11	16	19	20	12	19	13	22	12	14	10	191		
As of 11/1/23	Learn at Home OR	9	25	25	15	7	6	0	0	0	0	0	0	0	87		
As of 11/1/23	TOTAL	18	39	36	31	26	26	12	19	13	22	12	14	10	278		
As of 12/1/23	In building	8	14	11	16	19	20	12	19	13	23	12	14	10	191		
As of 12/1/23	Learn at Home OR	8	25	26	13	6	5	0	0	0	0	0	0	0	83		
As of 12/1/23	TOTAL	16	39	37	29	25	25	12	19	13	23	12	14	10	274		
As of 01/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 01/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 01/01/24	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 02/1/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 02/1/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 02/1/24	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 03/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 03/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 03/01/24	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 04/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 04/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 04/01/24	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 05/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 05/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 05/01/24	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 06/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

As of 06/01/24	Learn at Home OR		0	0	0	0	0	0	0	0	0	0	0	0	0	0			
As of 06/01/24		**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			

ENROLLMENT																
Grade	**In building/ Online Progra**		**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**TOTAL**
As of 9/1/22	In building		20	16	20	24	21	19	18	17	26	14	17	21	25	258
As of 9/1/22	Learn at Home OR		38	40	22	19	16	10	17	27	15	**0**	**0**	**0**	**0**	204
As of 9/1/22		**TOTAL**	**58**	**56**	**42**	**43**	**37**	**29**	**35**	**44**	**41**	**14**	**17**	**21**	**25**	**462**
As of 10/1/22	In building		20	16	16	23	21	17	16	16	24	14	16	21	24	244
As of 10/1/22	Learn at Home OR		42	50	25	27	20	15	29	43	27	**0**	**0**	**0**	**0**	278
As of 10/1/22		**TOTAL**	**62**	**66**	**41**	**50**	**41**	**32**	**45**	**59**	**51**	**14**	**16**	**21**	**24**	**522**
As of 11/1/22	In building		20	17	16	23	22	18	18	17	25	13	16	21	22	248
As of 11/1/22	Learn at Home OR		40	47	25	31	25	18	31	42	28	**0**	**0**	**0**	**0**	287
As of 11/1/22		**TOTAL**	**60**	**64**	**41**	**54**	**47**	**36**	**49**	**59**	**53**	**13**	**16**	**21**	**22**	**535**
As of 12/1/22	In building		20	17	16	23	22	18	18	17	24	13	16	22	22	248
As of 12/1/22	Learn at Home OR		41	49	29	30	25	18	31	44	28	**0**	**0**	**0**	**0**	295
As of 12/1/22		**TOTAL**	**61**	**66**	**45**	**53**	**47**	**36**	**49**	**61**	**52**	**13**	**16**	**22**	**22**	**543**
As of 01/01/23	In building		20	17	16	23	22	18	18	16	24	12	16	20	21	243
As of 01/01/23	Learn at Home OR		40	47	27	28	25	18	28	43	26	**0**	**0**	**0**	**0**	282
As of 01/01/23		**TOTAL**	**60**	**64**	**43**	**51**	**47**	**36**	**46**	**59**	**50**	**12**	**16**	**20**	**21**	**525**
As of 02/1/23	In building		18	16	15	22	22	16	18	15	21	12	15	20	20	230
As of 02/1/23	Learn at Home OR		38	44	23	24	21	13	25	41	23	**0**	**0**	**0**	**0**	252
As of 02/1/23		**TOTAL**	**56**	**60**	**38**	**46**	**43**	**29**	**43**	**56**	**44**	**12**	**15**	**20**	**20**	**482**
As of 03/01/23	In building		18	16	14	22	22	16	18	15	21	12	15	20	20	229
As of 03/01/23	Learn at Home OR		37	44	22	24	20	13	19	41	21	**0**	**0**	**0**	**0**	241
As of 03/01/23		**TOTAL**	**55**	**60**	**36**	**46**	**42**	**29**	**37**	**56**	**42**	**12**	**15**	**20**	**20**	**470**
As of 04/01/23	In building		18	16	14	22	22	15	18	15	21	12	14	19	15	221
As of 04/01/23	Learn at Home OR		35	42	21	24	18	11	16	37	21	**0**	**0**	**0**	**0**	225
As of 04/01/23		**TOTAL**	**53**	**58**	**35**	**46**	**40**	**26**	**34**	**52**	**42**	**12**	**14**	**19**	**15**	**446**
As of 05/01/23	In building		16	15	14	21	22	14	18	14	21	13	14	17	14	213
As of 05/01/23	Learn at Home OR		34	39	18	24	17	10	16	34	20	**0**	**0**	**0**	**0**	212
As of 05/01/23		**TOTAL**	**50**	**54**	**32**	**45**	**39**	**24**	**34**	**48**	**41**	**13**	**14**	**17**	**14**	**425**
As of 06/01/23	In building		16	15	14	21	22	14	18	14	21	12	13	17	14	211
As of 06/01/23	Learn at Home OR		33	38	16	23	17	9	15	27	18	**0**	**0**	**0**	**0**	196
As of 06/01/23		**TOTAL**	**49**	**53**	**30**	**44**	**39**	**23**	**33**	**41**	**39**	**12**	**13**	**17**	**14**	**407**

g. Safety

Alsea School District
Safety Committee meeting
November 8, 2023, 3:30 PM

Members Present: Krista Nieraeth, Mary O'Brien, Sara Littlefield, Lora Nickle
Members Absent: Keenan Elbers (medical leave) Bart Rothenberger (basketball game)

1. Earthquake / Fire drill – October
   a. October's Earthquake and Fire drill went well. Staff and students were orderly and calm. Procedures were reviewed with teachers about how to report when they have extra students in their classes.

2. Quarterly Safety & Security Assessment walk-through
   a. This first quarterly walk-through is due. Sara and Lora will do this on October 13th and 14th if needed. No immediate safety concerns were reported by staff at this time.
   b. Krista and Bart are looking into ALICE School Safety Training for active shooters.
   c. Krista said that she would like to provided QPR (Question, Persuade, Refer) training to the staff as well as community members. Possibly in February.
   d. Adi's Act – required by school districts to adopt a comprehensive suicide prevention plan. Training for staff. Look into inviting Mark Summers, behavior specialist.

3. Next Fire drill is scheduled for November 28th.

h. Bond Information

Alsea School Bond Project Expense Details

Committed Cost To-Date

Organization	ASD PO #	Construction	Design	Consultants	Project Mgmt	Permits & Fees	Furnishings	Other	Description
Ball Janik								$ 6,750.00	Bond attorney
Benton County						$ 19,716.11			Permits prior to CTE Building
Benton County									CTE Building Permits
BMO								$ 1,820.00	Bond Use Permit
BOLI		$ 1,665.62							Fee for three CB GMPs
BOLI									Fee for CTE Building
Cole Surveying				$ 2,392.77					Flood plane certifications required for Panel Room construction; added fence surveying for vocational building site plan
Consumers Power		$ 57,460.00							Utility fees & transformer; paid in full
CB Construction - Preconstruction		$ 24,760.48							General contractor - preconstruction and miscellaneous paid prior to 1/23
CB Construction - Restrooms		$ 233,517.00							General contractor - T&M for student restrooms; $4,040 deducted from contract 4/23 for work removed from scope in 2022
CB Construction - Panel Room		$ 326,490.38							General contractor - GMP executed 2/13/23; includes PCCO1 for sewer line to kitchen
CB Construction - VOC Building		$ 113,061.47							General contractor - value shown is for work completed in late 2022 for original design; redesign pending for new budget
CB Construction - Power Upgrade		$ 745,865.03							General contractor - GMP executed 2/13/23
CB Construction - HVAC Upgrade		$ 606,852.83							General contractor - GMP to be executed 3/9
DJC								$ 116.16	CTE Contractor Ad
Dunn Carney								$ 2,567.50	Attorney
FEI - Soil Testing				$ 1,164.00					Soil sample lab fees
FEI - Special Inspections				$ 2,189.54					Special inspections for Panel Room
FEI - CTE Spec Inspections				$ 5,816.00					Special inspections for CTE Building
Foundation Engineering				$ 8,140.00					Geotechnical engineering; most paid thru Straightline
HMK				$ 4,795.00					Misc. consulting prior to IMS
Hungerford Law Firm								$ 698.75	CB Contract Issues
IMS					$ 62,000.00			$ 396.00	Project management
Interface				$ 19,100.00					Commissioning for HVAC
Interface				$ 10,000.00					Commissioning for Electrical Upgrade
Modular Building Rental		$ 780.42							March 2023 period paid direct by District; future rental paid by contractor
Roto-Rooter		$ 325.00							Sewer line locate
S&P Global								$ 12,250.00	Rating for bond sale
Soderstrom			$ 170,825.00						VOC Building Design
Straightline Architects			$ 191,859.06						Design - fees & expenses at 6.2% of $4M per Straightline 12/22 invoice; plus geotech and other consultants paid on behalf of District. Modified 10/23 to remove VOC CA from scope and deduct cost for electrical upgrade commissioning.
TAP Grant for Seismic				$ (7,500.00)					Pending application
WL Thomas				$ 350.00					Hazardous material testing
ZCS				$ 7,500.00					Seismic grant application
"Other Bond Issuance Costs"								$ 94,040.74	Bond costs
Totals		$ 2,110,778.23	$ 362,684.06	$ 53,947.31	$ 62,000.00	$ 19,716.11	$ -	$ 118,639.15	

Total Committed To-Date = $ 2,727,764.86

Paid To-Date

Organization		Construction	Design	Consultants	Project Mgmt	Permits & Fees	Furnishings	Other
Ball Janik								$ 6,750.00

Alsea School Bond Project Expense Details

Paid To-Date

Organization		Construction	Design	Consultants	Project Mgmt	Permits & Fees	Furnishings	Other
Benton County						$ 19,716.11		
BMO								$ 1,820.00
BOLI		$ 1,665.62						
Cole Surveying	23240086			$ 2,392.77				
Consumers Power		$ 57,460.00						
CB Construction - Preconstruction		$ 24,760.48						
CB Construction - Restrooms		$ 233,517.00						
CB Construction - Panel Room	23240054	$ 295,750.27						
CB Construction - VOC Building		$ 113,061.47						
CB Construction - Power Upgrade	23240052	$ 188,534.14						
CB Construction - HVAC Upgrade	23240053	$ 310,235.13						
DJC								$ 116.16
Dunn Carney								$ 2,567.50
FEI - Soil Testing	23240083			$ 1,164.00				
FEI - Special Inspections	23240083			$ 2,189.54				
FEI - CTE Spec Inspections								
Foundation Engineering	23240229			$ 6,537.82				
HMK				$ 4,795.00				
Hungerford Law Firm								$ 698.75
IMS	23240085				$ 44,275.00			$ 396.00
Interface	23240087			$ 6,510.00				
Modular Building Rental		$ 780.42						
Roto-Rooter		$ 325.00						
S&P Global								$ 12,250.00
Soderstrom			$ 83,545.00					
Straightline Architects	23240076		$ 191,859.06					
WL Thomas				$ 350.00				
ZCS	23240146							
"Other Bond Issuance Costs"	23240068							$ 94,040.74
Totals		$ 1,226,089.53	$ 275,404.06	$ 23,939.13	$ 44,275.00	$ 19,716.11	$ -	$ 118,639.15

Total Actual Cost To-Date = $ 1,708,062.98

Alsea School Bond Project Budget Summary - Updated December 6, 2023

Income

	Original Budget	Current Budget	Actual Income To-Date	Notes
Bond Sale	$ 2,100,000.00	$ 2,289,477.00	$ 2,289,477.00	Bond value $2.1M plus premium of $189,477
Bond Fund Interest		$ 68,075.17	$ 68,075.17	Interest on bond proceeds updated December 2023.
OSCIM Grant	$ 2,100,000.00	$ 2,100,000.00	$ -	Amount verified with State 1/23; contingent on spending this amount by 3/24
ESSER Funds	$ -	$ 232,879.26	$ 68,251.41	ESSER II $68,251.41 (spent 9/23) and ESSER III $164,627.85 (spend by 9/24) after "unfinished learning" deductions
Totals	**$ 4,200,000.00**	**$ 4,690,431.43**	**$ 2,425,803.58**	

Expenses

	Original Budget	Current Budget	Committed Costs	Paid To-Date	Notes
Construction Cost		$ 3,847,108.22	$ 2,110,778.23	$ 1,226,089.53	Budget is based on available funds. Committed costs are for contracts approved to-date.
Design Fees		$ 362,684.06	$ 362,684.06	$ 275,404.06	Committed costs includes fees for geotech, survey and haz material study.
Consultant Fees		$ 60,000.00	$ 53,947.31	$ 23,939.13	Fees for soil testing, special inspections, commissioning and misc consulting.
Project Management		$ 62,000.00	$ 62,000.00	$ 44,275.00	IMS not-to-exceed fee.
Permits & Fees		$ 40,000.00	$ 19,716.11	$ 19,716.11	Permit and site plan fees; no SDCs per County.
Furnishings		$ -	$ -	$ -	Furnishings, equipment, computers, etc. are either in possession or being funded separately.
Other Project Costs		$ 118,639.15	$ 118,639.15	$ 118,639.15	Attorney, bank fees & advertising paid. Builder's risk insurance not included yet.
Owner's Contingency		$ 200,000.00	NA	NA	For unforeseen costs based on current construction budget.
Totals	**$ -**	**$ 4,690,431.43**	**$ 2,727,764.86**	**$ 1,708,062.98**	

Alsea School District Bond Projects
Construction Manager's Report

Report Date: December 7, 2023

GENERAL OVERVIEW

Construction began mid-March on the Electrical Upgrade and Panel Room projects. The Panel Room was finally completed this month after substantial contractor delays. The Electrical Upgrade work has progressed as far as possible until the long-lead equipment arrives. We're still being told the main switchgear, which will be installed in the Panel Room, won't be delivered before April 2024 so the new systems can't be energized until that is installed. The current expected completion date for the Electrical Upgrade and switchover to the new power system is July 2024.

Work on the HVAC Upgrade project has been completed as much as possible until the gym is vacated in late June 2024. Classroom and office units have been installed with completion verified by a third-party commissioning engineer. The HVAC unit and ducting for the gym is all that remains, but this can't be installed until school is out so heat isn't disrupted in the gym. The new HVAC systems will be operational when the Electrical Upgrade is completed in July 2024.

Final design for the new CTE building will be completed for bidding and permit next week and will be sent out to bid to our three pre-qualified contractors on December 15. A pre-bid walk-through is scheduled for December 19 with the contractors and bids are due January 10. Our goal is that the selected contractor will start construction in February and, depending on metal building lead-time, complete construction by September.

The application for a seismic grant is in progress and will be submitted to the State in December with award expected in spring of 2024. If successful, design will start by summer 2024 with a goal of completing construction summer 2025. The District will also apply for a TAP grant in early 2024 to fund the seismic grant assessment and application so there will be no impact to the District's budget even if the grant isn't awarded.

PROJECT TEAM

No changes.

INTEGRITY MANAGEMENT SOLUTIONS LLC
18525 Van Horn Road, Alsea, Oregon 97324
(541) 452-1919 (541) 760-5885

BUDGET

The updated Budget Summary for bond project revenue and expenses is attached. Comments on revenue and expense elements are noted below.

Revenue

The current program budget is $4.69 million including ESSER funds and the OSCIM grant that doubles the value of the bond amount. Bond interest is being added to the income budget as it's earned.

There have been some complications with the way past project expenses have been coded for the OSCIM Grant. The District's Business Manager is hoping to resolve this issue by the first of January to verify all funds will be available.

Expenses

The "Current Budget" column in Expenses shows the projected costs matched to the Revenue budget. There is just under $2 million available for construction of the CTE Building or other uncommitted projects including $200k in Owner's Contingency for unforeseen costs.

The "Committed Costs" column shows the value of work that has been contracted so far. Design fees were reduced by $28k because we removed the remaining budget from Straightline's contract since they are no longer involved with the projects.

The "Paid to-Date" column shows the value of work that has been paid for. So far, $1.7 million has been spent on completed work.

SCHEDULE

CB Construction is finally completing the Panel Room after 6 months of issues managing their subcontrators. This delay did not affect the Power Upgrade project because switchgear for the panel room doesn't arrive until next April.

The electrician has completed as much work as possible for the Electrical Upgrade and will pull off the project until April. The new power systems are projected to be completed and operational in July 2024 according to the recently updated Master Schedule shown below.

ALSEA PROJECTS	97 days?	Mon 3/25/24	Tue 8/6/24
Electrical	**97 days?**	**Mon 3/25/24**	**Tue 8/6/24**
CPI Transformer delivery	1 day	Fri 3/29/24	Fri 3/29/24
Conduit for North Building	5 days?	Mon 3/25/24	Fri 3/29/24
Delivery of Panels MDB and MSB	1 day	Wed 4/24/24	Wed 4/24/24
Install CPI Transformer	5 days	Mon 4/29/24	Fri 5/3/24
Install Panels MDB and MSB	15 days	Mon 5/6/24	Fri 5/24/24
Pull wire to MDB and MSB	18 days	Mon 5/6/24	Wed 5/29/24
Disconnect Existing Service	5 days?	Mon 7/8/24	Fri 7/12/24
Connect New Service	10 days?	Mon 7/15/24	Fri 7/26/24
Commissioning	5 days	Mon 7/29/24	Fri 8/2/24
Final Inspection	2 days	Mon 8/5/24	Tue 8/6/24

HVAC system installation has been completed except for the gym rooftop unit and duct which can't be installed until late June 2024 when the gym is no longer being used. New HVAC equipment can't be energized until next July when the Power Upgrade is completed, so the delays have no impact on the overall project schedule or cost. The Master Schedule for completion next summer is being updated.

The CTE Building is in final design. There have been coordination meetings with the CTE teacher and the Superintendent during the last month and final details have been resolved. The design team will issue construction documents for bid and permitting on December 15. Bids are due January 10 for recommendation and approval by the Board. Our goal is to complete construction of the new CTE Building by the end of summer 2024, if long-lead building materials can be procured in time.

School District personnel have been working hard to correct mistakes and inconsistencies in funding reporting over the last three years in order to accurately submit costs to OSCIM. Due to the complexity of these corrections and the amount of time lost during the first two years of the bond projects, the District has requested an extension on the OSCIM grant March 30, 2024 deadline. We expect to have an answer in time to be able to go out to bid next week. If they do not approve the recategorization of costs we will not be able to proceed with construction of the CTE building.

PROJECT-SPECIFIC ACTIVITY

Electrical Upgrade & Panel Room

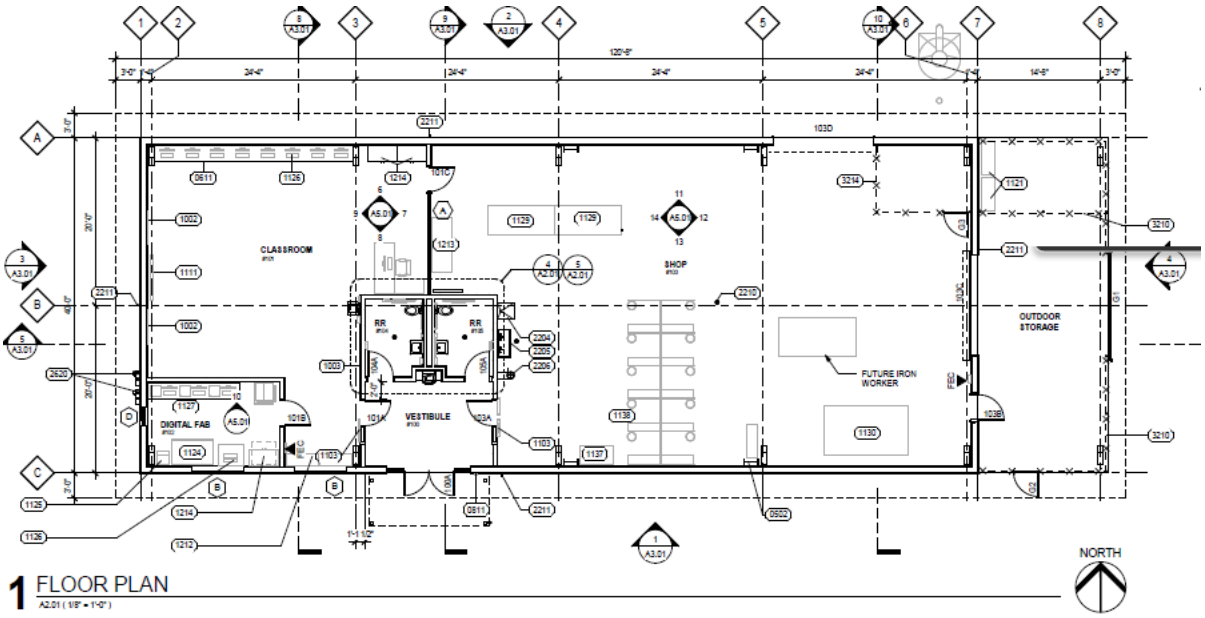
A few quality items are being addressed to complete the panel room including painting the door. This work is scheduled for next week when there is a break in the rain.



CTE Building

The most recent elevation and floor plan for the building are shown below.





1 FLOOR PLAN

COMMUNICATIONS

IMS Monthly Reports are being provided to the School Board and the Bond Oversite Committee (BOC) each month. No BOC meetings are currently scheduled as members were participating in the CTE Building design meetings. BOC meetings may resume again when construction begins in the spring as requested by District leadership.

An article relaying bond progress was published in the latest Alsea Valley Voice.

5. **New Business**

a. Bus Surplus

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Bart Rothenberger, Transportation Administrator and Carmen Martin, Transportation Supervisor
Date:	December 14, 2023

Background:

We are seeking permission to dispose of old busses from the Transportation Department (WLA) in accordance with policy DN.

I have spoken with Jason Loucks, the mechanic for Willamette Leadership Academy, and we both agreed the best course of action is to scrap both bus # 9 and Bus #16.

Bus #9 is immobile because it has been used as a parts bus for the other buses in the fleet. It has a blown motor and the transmission, tires, and rear end have all been put on other buses in the fleet. Jason Loucks says that there is a scrapper that will come out and put Bus # 9 on a trailer and take it away. The scrapper will give Alsea School District a small check for the metal and keep the rest for transport. All the scrapper will need is the title for Bus #9. I recommend this as our best option with Bus # 9 since it is immobile.

Bus #16 we thought had some blown injectors. With further diagnosis Jason discovered that this bus possibly has bad piston rings or a cracked cylinder head. Bus #16 also does not possess a retrofitted exhaust, so our time using the bus would be limited. With the money that would be needed for repairs and the short window of life for this bus, my recommendation would be to take Bus #16 to the scrap yard. The bus is drivable, so I would be able to pick up the bus from the mechanic and drive it to the scrap yard, which happens to only be less than five miles from the repair yard.

Action Requested:

To approve to surplus these 2 buses.

Motion Requested:

“I make a motion to surplus Bus #9 and Bus #16.”

b. Budget Informational Workshop discussion
c. EEIS and HSS grant agreements - information only

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Krista Nieraeth, Superintendent
Date:	December 14, 2023

Background:
The EIIS (Early Indicator and Intervention System) and HSS (High School Success) grants are a part of the Integrated Guidance Application. Our IG application was approved, and these are the two of grant agreements that the district has signed for the release of the monies.

Action Requested:
There is no action that must be taken by the board. This is informational only.

Motion Requested:
N/A

STATE OF OREGON
GRANT AGREEMENT

Grant No. 34621

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education ("Agency") and Alsea SD 7J ("Grantee"), each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

Pursuant to ORS 327.367 and OAR 581-017-0660 to 581-017-0672, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to implement and maintain an Early Indicator and Intervention System aligning school, district, and community systems in order to help students stay on track to graduate from high school.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of July 1, 2023 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Saskia Dressler
Office of Education Innovation and Improvement
255 Capitol St NE, Salem OR 97310
saskia.dresler@ode.oregon.gov

4.2 Grantee's Grant Manager is:

Krista Nieraeth

301 S. Third

Alsea, OR 97324

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to $1,505.04("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Statewide Education Initiatives Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

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

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is a(n) District duly organized and validly existing in the State of Oregon;

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; and

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

"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.

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").

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

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

10.4 Subgrants/Contracts. Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

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

SECTION 11: INDEMNITY/LIABILITY

11.1 Indemnity. Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from,

arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).

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

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

SECTION 12: INSURANCE

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

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

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

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

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

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

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring

Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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.

SECTION 18: TERMINATION

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

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

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

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

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

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

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

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels

sufficient to perform its obligations under this Grant.

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

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

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

SECTION 19: MISCELLANEOUS

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

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

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

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

19.7 Counterparts. This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

19.8 Compliance with Law. In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

19.9 Intended Beneficiaries. Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

19.10 Assignment and Successors. Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

19.11 Contracts and Subgrants. Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

19.12 Time of the Essence. Time is of the essence in Grantee's performance of the Project activities under this Grant.

19.13 Records Maintenance and Access. Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant 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.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Contract Specialist

11/21/2023
Date

Alsea SD 7J

By:
Authorized Signature

11/29/2023
Date

Krista Nieraath
Printed Name

Superintendent
Title

93-6000203
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Bryan Quesenberry
Assistant Attorney General

11/17/2023 via email on file
Date

EXHIBIT A
THE PROJECT

SECTION I. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Grantee must use the Grant Funds as described in OAR 581-017-0666 and outlined below to implement an Early Indicator and Intervention System that assists students in graduating from high school.

A system funded under this Grant must enable school districts, students, students' families, educators, school counselors and community organizations to take necessary corrective actions to assist students in graduating from high school.

Grant Funds may be used towards the following eligible expenditures:

(a) System software purchases and subscriptions;
(b) Staffing to maintain the system and facilitate corrective action;
(c) Training for staff to maintain and use the system with fidelity;
(d) Data analysis and research;
(e) Tribal government consultation; and
(f) Student, family, staff, and community engagement

SECTION II. PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

"**Act**" means the "Student Success Act" codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

"**Corrective action**" means necessary action made to the system to assist a student to graduate from high school that is based on research, graduation rates, and reports of individual students related to:

(a) Regular attendance;
(b) Loss of instructional time or support related to behavior at school;
(c) Academic or skill progress (which may include credit attainment, grades, GPA, assessment results, and/or proof of proficiency-based learning);
(d) If historically linked to graduation outcomes at the local district, other factors may be considered, including but not limited to:
  (A) Participation in extracurricular activities;
  (B) Participation in cultural experiences and activities; and
  (C) Attainment of college credits through accelerated learning programs, including, but not limited to: credit-bearing, career and technical education (CTE); dual credit, sponsored dual credit, and assessment-based learning credit; expanded options; online courses; Advanced Placement; and International Baccalaureate.

"**Direct Project Costs**" means agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.
ORS 327.367.

"**Early Indicator and Intervention System**" means a coherent network or group of educators within a school (or ideally across levels of a district) who gather, review, and analyze predictive data at a student

level. EIIS teams identify strengths, assets, and areas to support individual students early in their school careers, as well throughout the grades, and to engage the student and their family in partnership to coordinate systems of care while supporting students towards successful, on-time graduation and transitions into post-high school education and careers.

"**Early Indicator and Intervention System Grant**" means the grant established by the Student Success Act in ORS 327.367.

"**Indirect/Administrative Costs**" means Grantee will not be reimbursed for any indirect or administrative costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

"**Integrated Guidance**" means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

"**Integrated Plan**" means the plan developed following the Integrated Guidance, which includes the EIIS, and which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students' mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

SECTION III. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a cost incurred quarterly basis upon receipt of Grantee's request for reimbursement. Upon request, Grantee shall provide Agency with proof of payment of the expense incurred and any other supporting documentation.

The Grantee shall use the Grant Funds only in accordance with the provision of the Integrated Plan, the Act, and any applicable Oregon Administrative Rules.

Fiscal Year	Fiscal Year Not to Exceed Amount	Performance Period End Date
2023-2024	$1,505.04	June 30, 2024

Funds end annually on June 30th. All claims must be submitted by August 14th, annually. Any remaining or unspent funds will be liquidated and returned to the Statewide Education Initiatives Account.

SECTION IV. REPORTING REQUIREMENTS

Grantee must submit its financial and performance progress reports annually by the following dates:

Quarter 1 - October 31

Quarter 2 - January 31

Quarter 3 - April 30

Quarter 4/Annual Report - November 30

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.

Grantee will participate in Technical Assistance as described in OAR 581-017-0666. Participation and plans for participation will be reported as part of the required quarterly reports.

The Grantee shall supply any related or additional reports and information as Agency may reasonably require.

EXHIBIT B
INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit B prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, 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/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor 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 subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, 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 and not less than $2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:
☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than $1,000,000 per claim and not less than $3,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

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

1. Grantee/Recipient 's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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 Contract. Grantee must furnish acceptable insurance certificates to: 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

The Grantee/Recipient 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/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall 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 B.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient'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 use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than $_____ per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $3,000,000annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

STATE OF OREGON
GRANT AGREEMENT

GRANT NO. 34043

"High School Graduation and College and Career Readiness Act of 2017"

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education ("Agency") and **Alsea SD 7J** ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Pursuant to ORS 190, Agency is authorized to enter into a grant agreement and pursuant to ORS 327.128, Agency is authorized to provide funding for the purposes described in ORS 327.850 to 327.895 for this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to establish or expand programs related to drop-out prevention, career and technical education, and college level education opportunities for students in grades 9 through 12 throughout Oregon.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Execution Date"), this Grant is effective and has a Grant funding start date as of July 1, 2023 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Brea Cardiel
Office of Education, Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
brea.cardiel@ode.oregon.gov

4.2 Grantee's Grant Manager is:

Krista Nieraeth
Alsea SD 7J
301 S Third
Alsea, OR 97324

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

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2024(the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to $116,492.52 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through both the High School Graduation and College and Career Readiness Fund and the Statewide Education Initiatives Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a

request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

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

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

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

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

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, **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.

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon.;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;

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

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

"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.

9.4 Real Property. If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information.

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

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

10.4 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 a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

11.1 Indemnity. Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).

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.

SECTION 12: INSURANCE

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

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

12.3 Real Property. If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

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

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

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

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

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

17.1 Any 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.

SECTION 18: TERMINATION

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

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

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

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

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

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

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

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

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

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

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

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Projects 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.

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Deputy Director of Procurement

11/06/2023
Date

Alsea SD 7J

By:
Authorized Signature

11/29/2023
Date

Krista Nieraeth
Printed Name

Superintendent
Title

93-6000203
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 6, 2023 via email
Date

EXHIBIT A
THE PROJECT

SECTION I – BACKGROUND AND GOALS

Oregon Ballot Measure 98 was approved by voters in 2016 to address Oregon's low high school graduation rate and expand career-technical course offerings.

To carry out the intent of Measure 98, the High School Success program in the Oregon Department of Education (ODE) serves 230 school districts and charter schools, funding new or expanded career-technical education programs, college-level opportunities, and dropout prevention strategies.

For the 2016-17 school year, which Measure 98 passed, 76% of students graduated within four years. By the end of 2017-18 school year, Oregon's rate had improved to 78.7% for all students, but disparities in education achievement persist for some populations.

The High School Success team applies ODE's equity lens to recipients' self-assessments, plan development, and application processes.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below.

"**Act**" means the "High School Graduation and College and Career Readiness Act," 2017 Oregon Laws, Chapter 1, as amended from time to time, inclusive.

"**Costs of the Project**" means Grantee's actual costs that are reasonable, necessary and directly related to the implementation of the Plan and are eligible or permitted uses of the Grant Funds under the Act.

"**Integrated Guidance**" means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

"**Integrated Plan**" means the plan developed following the Integrated Guidance, which includes the High School Success program, and which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students' mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

SECTION III – PROJECT ACTIVITIES

Agency will reimburse Grant Funds only for the Costs of the Project that implement its Integrated Plan during the Performance Period in accordance with the Act and Agency's approval.

Grantee shall complete and submit to Agency an Integrated Plan for Agency's review and approval.

Grantee shall make satisfactory progress on Grantee's approved Integrated Plan.

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit its financial and performance progress reports by the following dates:

Quarter 1 - October 31

Quarter 2 - January 31

Quarter 3 - April 30

Quarter 4/Annual Report - November 30

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.

The Grantee shall supply any related or additional reports and information as Agency may reasonably require.

SECTION V – DISBURSEMENT PROVISIONS

Agency will reimburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a cost incurred basis upon receipt of Grantee's request for reimbursement. Agency suggests reimbursement requests occur on a quarterly basis but Grantee may submit requests for reimbursements any time after Grantee has incurred a reimbursable expense, and as frequently as it wishes. Upon request, Grantee shall provide Agency with proof of payment of the expense incurred and any other supporting documentation Agency requires.

The Grantee shall use the Grant Funds only in accordance with the provision of the Integrated Plan, the Act, and any Oregon Administrative Rules adopted under the authority of the Act.

EXHIBIT B
INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit B prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, 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/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor 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 subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, 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 and not less than $2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than $1,000,000 per claim and not less than $3,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted. 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.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only

with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

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

1. Grantee/Recipient 's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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 Contract. Grantee must furnish acceptable insurance certificates to: 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

The Grantee/Recipient 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/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall 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 B.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient'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 use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than $1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

d. SIA Grant Agreement and LPGTs

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Krista Nieraeth, Superintendent
Date:	December 14, 2023

Background:

The Oregon Department of Education requires that the Student Investment Act (SIA) grant agreement be presented at a School Board meeting for action. There must be an opportunity for public comment on the agreement.

The SIA grant was a part of the Integrated Guidance (IG) application that was presented to the board by me at the September 2023 board meeting. In this presentation, the board saw the objectives of the grants, as well as the budget and the activities. Currently, Alsea SD receives $894,970.05 from the SIA grant for this school year.

On December 1, 2023, Mrs. Shunk, Mr. Rothenberger, and myself met with ODE representatives to co – develop Longitudinal Performance Growth Targets (LPGTs) in 6 areas: 4-year Graduation Rate, 5-year Graduation Rate, 9th grade On – Track, Regular Attenders, and 3rd Grade Reading Proficiency. The district opted to add a local metric for LPGT using the K – 12 I – ready diagnostic data to help monitor student growth. There are three areas for each metric in which the district set targets – Baseline Target: All Students, Stretch Target: All Students, Gap – Closing Target: All Focal Group Students.

Action Requested:

To approve the SIA grant agreement and the LPGTs.

Motion Requested:

"I make a motion to accept the SIA Grant Agreement and the LPGTs as presented."

STATE OF OREGON
GRANT AGREEMENT

"Student Success Act – Student Investment Account"

Grant No. 34318

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education ("Agency") and Alsea SD 7J ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Pursuant to the "Student Success Act", codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the "Act"). ORS 327.175 Student Investment Account (4) Moneys in the Student Investment Account are continuously appropriated to the Department of Education for the purposes of distributing grants under ORS 327.195.

SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students' mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of July 1, 2023 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Cassie Medina
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
cassie.medina@ode.oregon.gov

4.2 Grantee's Grant Manager is:

Krista Nieraeth
Alsea SD 7J
301 S Third
Alsea, OR 97324

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to $894,970.05 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating

deficiencies were corrected.

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

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is a District duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

"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.

9.4 **Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

10.1 **Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").

10.2 **Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and

preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

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

10.4 **Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

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

SECTION 11: INDEMNITY/LIABILITY

11.1 **Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section)..

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.

SECTION 12: INSURANCE

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

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 C 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 C, or (iii) a combination of any or all of the foregoing.

12.3 **Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at

least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

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

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

15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed

against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

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

SECTION 16: REMEDIES

16.1 **Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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.

SECTION 18: TERMINATION

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

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

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

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

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

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

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

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

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

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

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

SECTION 19: MISCELLANEOUS

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

19.2 **Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

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

19.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 **Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 **Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

19.7 **Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

19.8 **Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

19.9 Intended Beneficiaries. Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

19.10 Assignment and Successors. Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

19.11 Contracts and Subgrants. Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

19.12 Time of the Essence. Time is of the essence in Grantee's performance of the Project activities under this Grant.

19.13 Records Maintenance and Access. Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Common and Customized Framework)
- Exhibit C (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.

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Contracting Officer

11/07/2023
Date

Alsea SD 7J

By:
Authorized Signature

12/14/23
Date

Krista Nieraeth
Printed Name

Superintendent
Title

93-6000203
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 7, 2023, via email
Date

EXHIBIT A
THE PROJECT

SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families, and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

1) Meeting students' mental or behavioral health needs, and
2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

"Act" means the "Student Success Act" codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

"Allowable Costs of the Project" means Grantee's actual costs that are reasonable, necessary and directly related to the implementation of the Integrated Plan and are allowable uses of the Grant Funds under the Act.

"Baseline Targets" means the minimum expectations for improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 "Guidance for Eligible Applicants".

"Common Metrics" means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

"Disaggregated" has the meaning given in section 12(a) of the Act.

"Five-Year Completion Rate" has the meaning given in section 12(b) of the Act.

"Focal Student Groups" means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

"Four-Year on-Time Graduation Rate" means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

"Gap Closing Targets" or "Closing Gap Targets" means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the Integrated Plan based on the February 2022 "Aligning for Student Success: Integrated Guidance for Six ODE Initiatives".

"Integrated Guidance" means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

"Integrated Plan" means the plan developed following the Integrated Guidance, which includes the SIA, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students' mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

"**Local Optional Metrics"** means additional Progress Markers toward the Common Metrics included in the Integrated Plan.

"Longitudinal Performance Growth Targets (LPGTs)" means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee's Integrated Plan.

"Ninth-grade On-Track Rate" has the meaning given in section 12(d) of the Act.

"**Progress Markers"** means sets of indicators set forth in the Integrated Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGTs.

"Regular Attendance Rate" has the meaning given in section 12(f) of the Act.

"SIA Account" means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

"Stretch Targets" means significant improvement set forth in the Integrated Plan by the district in either: (I) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 "Guidance for Eligible Applicants".

"Third-Grade Reading Proficiency Rate" has the meaning given in section 12(g) of the Act.

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee's Integrated Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2023-2024 School Year, Grantee must begin to implement its Integrated Plan.

Grantee must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students' health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or $500,000, whichever is less, of Grantee's total expenditures. Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

Grantee must make satisfactory progress on Grantee's Progress Markers and LPGT described in the Exhibit B.

Grantee must periodically review its progress toward meeting Grantee's Progress Markers and LPGT described in Exhibit B..

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

Financial Reports

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the performance period.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by September 30 of each grant year, must be returned to Agency for deposit in the Student Investment Account.

Integrated Plan Performance Reporting

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its Integrated Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. Reports include providing Progress Marker updates. The yearly report will be due no later than 60 days after the end of the performance period.

SIA Grant Monitoring

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; Integrated Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a

notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a quarterly basis as outlined below:

Disbursement Date	Quarterly Amount
July 1	**25% of funds allocated**
October 1	**25% of funds allocated**
January 1	**25% of funds allocated**
April 1	**25% of funds allocated**

If this Grant is not fully executed by July 1, annually, the Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis. While we encourage grantees to draw funds down following the schedule noted above, 100% of funds must be drawn down by June 30th, each year.

Grantee must submit its financial and performance progress reports by the following dates:

October 31

January 31

April 30

November 30 (Annual Report)

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee's Financial Audit was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Second Quarterly Report.

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee's Annual Report was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Annual Report.

Grantee must post its Annual Report to Grantee's webpage.

EXHIBIT B
COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK
ALSEA SD 7J

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly/annual reports. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

A. **"Start to See: Early Signs of Progress"** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?

B. **"Gaining Traction: Intermediate Changes"** Based on your investments and activities, are you seeing any of these impacts?

C. **"Profound Progress: Substantial and Significant Changes"** Based on your investments and activities, are any of these more transformational changes noticeable?

A. Start to See: Early Signs of Progress

1	Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.
2	Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.
3	Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations.
4	Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.

B. Gaining Traction: Intermediate Changes

5	Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what "9th grade on-track" means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education.
6	Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.
7	Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.
8	Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students' learning. Digital resources are being used with fidelity to advance learners' engagement with instruction.
9	A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement . School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.
10	Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators.

C. Profound Progress: Substantial and Significant Changes

11	Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.
12	Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.
13	Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.
14	Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to

	their next steps after high school. Staff members are consistently engaging in action research, guided by student's strengths and interests, to improve their practice and advance professional learning.
15	Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners' knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

SECTION II – FINALIZED CO-DEVELOPED LPGTS

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	47.00%	52.00%	57.00%	62.00%	67.00%
Stretch Target: All Students	60.00%	65.00%	70.00%	75.00%	80.00%
Gap-Closing Target: All Focal Group Students	44.50%	49.50%	55.00%	60.00%	66.00%
Five Year Cohort Completion					
Baseline Target: All Students	58.00%	61.00%	65.00%	69.00%	74.00%
Stretch Target: All Students	60.00%	65.00%	70.00%	75.00%	80.00%
Gap-Closing Target: All Focal Group Students	54.00%	58.00%	63.00%	68.00%	74.00%

9th Grade on-Track					
Baseline Target: All Students	65.00%	69.00%	73.00%	76.00%	80.00%
Stretch Target: All Students	70.00%	75.00%	80.00%	85.00%	90.00%
Gap-Closing Target: All Focal Group Students	56.00%	60.00%	65.00%	69.00%	73.00%
3rd Grade ELA Proficiency					
Baseline Target: All Students	29.00%	34.00%	38.00%	43.00%	45.00%
Stretch Target: All Students	35.00%	40.00%	45.00%	50.00%	55.00%
Gap-Closing Target: All Focal Group Students					
Regular Attenders					
Baseline Target: All Students	59.00%	62.00%	65.00%	69.00%	73.00%
Stretch Target: All Students	65.00%	70.00%	75.00%	80.00%	85.00%
Gap-Closing Target: All Focal Group Students	48.00%	52.00%	56.00%	61.00%	66.00%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they've described in their Integrated Plan.

	2023-24	2024-25	2025-26	2026-27	2027-28
Local Optional Metrics					
i-Ready Reading Test k-12 Baseline Target	50.00%	54.00%	58.00%	62.00%	68.00%
i-Ready Reading Test k-12 Stretch Target	60.00%	64.00%	68.00%	72.00%	76.00%
i-Ready Reading Test k-12 Gap-closing Target	45.00%	49.00%	53.00%	59.00%	65.00%

EXHIBIT C
INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, 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/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor 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 subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, 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 and not less than $2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

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

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than $1,000,000 per claim and not less than $2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

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

1. Grantee/Recipient 's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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 Contract.

NOTICE OF CHANGE OR CANCELLATION

The Grantee/Recipient 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/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall 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 C.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient'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 use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than $1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

e. AEA/District MOA Salary Placement - Olsen

MEMORANDUM OF AGREEMENT

The Alsea School District (District), the Alsea Education Association (Association) and Holly Olsen (Olsen) enter into the following Memorandum of Agreement (Agreement) for the purpose of addressing salary placement issues for Olsen. The District, the Association, and Olsen agree to the following:

1. The District, the Association, and Olsen recognize that there was a previous agreement in 2021 to adjust the salary placement of Olsen. This agreement was based on the length of Olsen's service to the District which currently stands at twenty-eight years. This agreement placed Olsen in the MA+30 column of the Certified Salary Schedule. This adjusted salary placement was adopted by the District's Board of Directors and Olsen was paid from this column placement for the 2021-22 and 2022-23 work years.

2. During negotiations for a successor contract in the spring of 2023, the District and the Association agreed to add "commitment" bonuses to the 2023-24 Certified Salary Schedule. However, there was never any discussion of replacing or altering Olsen's previously adjusted salary placement as part of that bonus agreement. The District and the Association recognize that these issues are separate and distinctive.

~~3.~~ This Agreement serves to codify the previous agreement to adjust the salary placement of Olsen. Effective for the 2023-24 work year only, Olsen shall continue her previous placement at Step 16 of the MA+30 column of the Certified Salary Schedule.

4. The District and the Association recognize this Agreement to be a uniquely negotiated resolution to a specific outstanding issue. Therefore, this Agreement establishes no precedent.

5. This Agreement is for the 2023-24 work year only. The District and Association may discuss extending this Agreement for the next school year in the Spring of 2024.

6. Olsen recognizes that she has received the fair and proper assistance of the Association in resolving this issue.

7. Olsen acknowledges that this Agreement resolves any outstanding issues related to her salary placement in the District and she agrees to not purse any further action in contesting her salary placement in the District.

8. Olsen recognizes that this Agreement shall be placed in her personnel file to memorialize her salary and step placement.

_____	_____
For the District	Date
_____	_____
For the Association	Date
_____	_____
Holly Olsen	Date

6. **Old Business**
7. **First Reading *(Shaded words are new/strike-throughs are deleted)**
8. **Second Reading**
9. **Board Comments**
10. **Future Agenda Items**
11. **Key Dates**

December 22-January 5, Winter Break
December 27 - 29, Clemens Holiday Basketball Tournament at Alsea
January 10, School Board Meeting 7:00 PM
January 11, Dental Screening K-6 grades