

Reinstatement and Amendment No. 1 to Grant No. 34100

This is Reinstatement and Amendment No. 1 to Grant Agreement No. 34100, effective July 1, 2023 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Oregon Department of Education (“Agency”) and Fern Ridge SD 28J (“Grantee”), each a “Party” and together, the “Parties”. Upon receipt of all required approvals and execution by both Parties, this Reinstatement and Amendment shall be effective on July 1, 2024 (“Amendment Effective Date”).

The Grant expired on June 30, 2024 and the Parties now desire to reinstate the Grant in its entirety and amend the Grant provided herein.

The Parties acknowledge and agree that Agency has not made any payment for activities performed after June 30, 2024.

RECITALS

1. The purpose of this Amendment No. 1, is to:
 - a. Extend the effective date and duration.
 - b. Add funds for Grant Year 2.
 - c. Revise SECTION 4: 4.1 Agency’s Grant Manager
 - d. Revised Exhibit A, SECTION III – PROJECT ACTIVITIES

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~):

1. Section 3 of the Grant is amended as follows:

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~~**2025**.

2. Section 4 of the grant is amended as follows:

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

~~Brea Cardiel~~**Torrie Higgins**
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
torrie.higgins@ode.oregon.gov

3. Section 5 of the Grant is amended as follows:

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~~**2025**(the “Performance Period”).

4. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$354,728.82~~ **\$675,250.44** (“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.

Grant Year 1 (July 1, 2023-June 30, 2024) up to \$354,728.82
Grant Year 2 (July 1, 2024-June 30, 2025) up to \$320,521.62
Total not to exceed Grant Funds: \$675,250.44

Unused Grant Funds allocated for Grant Year 1 will automatically carry over to Grant Year 2, subject to the terms and conditions of this grant agreement.

5. **Exhibit A , SECTION III – PROJECT ACTIVITIES** of the Grant is amended as follows:

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.

Administrative costs, per ORS 327.889(2), shall not exceed more than four percent of Grantee's total allocations. Additionally, a school district is prohibited from using any portion of the apportionment for administrative activities unrelated to the programs, opportunities, and strategies outlined in ORS 327.865, 327.868, and 327.871. Furthermore, from the allocated funds for administrative costs, the school district must annually analyze student attendance and disciplinary actions in grades 9 through 12, disaggregated by race and ethnicity.

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.

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment 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 Amendment, 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 Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: *Julia Alpernas*
Julia Alpernas, Director of Procurement

7/15/2024
Date

Fern Ridge SD 28J

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim, Assistant Attorney General

07/12/2024 via email
Date