Amendment No. 1 to Grant No. 34359

This is Amendment No. 1 to Grant No. 34359, effective July 1, 2023 (as amended from time to time, the "Grant"), between the State of Oregon, acting by and through its Department of Education ("Agency") and David Douglas SD 40 ("Grantee") each a "Party" and together, the "Parties". This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

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. Add funds for Grant Year 3 Quarter 1, available for disbursement July 1, 2025.

    d. Extend the availability of grant funds for Grant Year 3 Quarter 1, beyond the effective date and duration of the grant agreement to ensure continuity in project activities and achievement of grant objectives.

    e. Revise SECTION 4: 4.1 Agency's Grant Manager

    f. Revise Exhibit A, SECTION IV-Reporting Requirements.

    g. Revise Exhibit A SECTION V-Disbursement and Reporting Provisions.

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

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 ~~September 30, 2024~~ **September 30, 2025**.

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

    SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

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

3. 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 **for each year of the Project ("Grant Year")** ~~up to~~ ~~$GY1~~ **the following amounts** ("Grant Funds")**:** ~~for the Project~~.

Grant Year 1 (GY1) (July 1, 2023 - September 30, 2024) up to $9,089,424.35
Grant Year 2 (GY2) (July 1, 2024 - June 30, 2025) up to $9,618,425.69
Grant Year 3 Quarter 1 (GY3Q1) (July 1, 2025 - September 30, 2025) up to $2,445,781.42
Total not to exceed Grant Funds: $21,153,631.46

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.

4. Exhibit A, SECTION IV-Reporting Requirements of the Grant is amended as follows:

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~~ **annual** report will be due **as indicated below in SECTION V-Disbursement and Reporting Provisions** ~~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 **allocated for GY1** that ~~are not~~ **remain** **un**used by **the** Grantee by September 30**, 2024** ~~of each grant year~~, must be returned to Agency for deposit in the Student Investment Account.

Any Grant Funds allocated for GY2 that remain unused by the Grantee by June 30, 2025, must be returned to Agency for deposit in the Student Investment Account.

Any Grant Funds allocated for GY3Q1 that remain unused by the Grantee by June 30, 2027, must be returned to Agency for deposit in the Student Investment Account.

5. Exhibit A SECTION V-Disbursement and Reporting Provisions of the Grant is amended as follows:

Agency will disburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a quarterly basis as outlined below **for GY1 and GY2**:

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

Agency shall disburse Grant Funds allocated for GY3Q1 above on July 1, 2025.

Allocation and Projections

1. **By April 30, 2025, Grantee shall submit an Integrated Plan and Budget for subsequent biennium, 2025-27, which shall describe how the Grant Funds allocated for GY3Q1 will be utilized.**

2. **The amount of Grant Funds allocated above for GY3Q1 is based on projections for the continued implementation and sustainability of the approved Integrated Plan, anticipating the need for continued efforts to achieve established Progress Markers. These funds are for Grantee to continue ongoing activities and initiatives, ensuring continuity in programmatic efforts aimed at achieving specified objectives.**

3. **The amount of Grant Funds allocated above for GY3Q1 will be considered for the subsequent GY1 in the next biennium (July 1, 2025 – June 30, 2027). The total allocation for GY1 in the next biennium will be adjusted by the amount of Grant Funds used in this Agreement's GY3Q1.**

4. **The utilization of GY3Q1 funds allocated under this Agreement will be documented in the subsequent grant agreement, if executed, covering the 2025 – 2027 biennium.**

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~~**Agency** encourage**s** ~~g~~**G**rantees to draw funds down following the schedule noted above, 100% of **GY2** funds must be drawn down by June 30th, **2025**.

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.

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 _____ 7/19/2024
Julia Alpernas, Director of Procurement — Date

David Douglas SD 40

By: _____ _____
Authorized Signature — Date

_____ _____
Printed Name — Title

93-6014226
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim, Assistant Attorney General 07/17/2024 via email
Date