Reinstatement and Amendment No. 1 to Grant No. 34775

This is Reinstatement and Amendment No. 1 to Grant Agreement No. 34775, 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 Pleasant Hill SD 1 ("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. Revise Exhibit A Section III – DISBURSEMENT PROVISIONS

    e. Revise Exhibit B Insurance, Additional Coverages that May Apply: DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

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 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:

~~**Saskia Dressler**~~**Torrie Higgins**
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
~~saskia.dresler@ode.oregon.gov~~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 up to ~~$2,995.53~~ **$5,943.78** ("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 $2,995.53
Grant Year 2 (July 1, 2024-June 30, 2025) up to $2,948.25
Total not to exceed Grant Funds: $5,943.78

4. **Exhibit A , 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	$2,995.53	June 30, 2024
2024-2025	**$2,948.25**	**June 30, 2025**

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.

4. **Exhibit B INSURANCE of the Grant is amended as follows:**

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.

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

7/23/2024
Date

Pleasant Hill SD 1

By: [signature]
Authorized Signature

8-13-24
Date

Jim Crist
Printed Name

Superintendent
Title

936000565
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim, Assistant Attorney General

07/23/2024 via email
Date