



The Lighthouse School
"Lighting the way to a brighter future."
62858 Hwy 101
Coos Bay, Oregon, 97420
(541) 751-1649



Agenda April 6, 2022

1. Call to order
2. Public comment:
(The board welcomes comments and questions from the public. If you wish to address the Board this evening, please raise your hand or unmute yourself, when public comment is requested. We ask that you limit your comments to three minutes. If more than one person will be addressing the same topic, we ask that you appoint a spokesperson to speak for the group. Speakers may offer objective criticism of school operations and programs, but the Board will not hear complaints concerning individual school personnel. (Policy BDDH: Public Participation in Board Meetings))
3. Union report— Heather Kapande
4. Discuss & Approve March 2, 2022 Board Minutes –
5. New Business:
 - Repairs and maintenance to 62860 HWY 101 – John Gibson
 - June 2021 the board approved \$20,000 for a new roof
 - After further examination of the property's needs; 3 bids were acquired for roof, siding, insulation and windows
 - **Action item – to accept the bid from Western Shoreline Restoration, Inc and approve an expenditure line in 2022/2023 budget for an additional \$20,000**
 - Contracts for Admin/Confidential employees for 2022/2023 – Michelle Silva
 - All union employees regardless of position are entitled to professional development on a first come first serve basis of \$15,000.00 each year of the Union Contract
 - The Director contract includes professional development in the amount of \$2,500.00
 - There are 4 employees who currently are not entitled to any professional development or continuing education
 - requests for reimbursement would follow the same guidelines as all other professional development requests.
 - **Action item – to approve \$450.00 of professional development funds in the 2022/2023 Admin/Confidential contracts to encourage and support continuing education in their field of expertise.**
6. Consent Agenda:
 - Safety team – Michelle Silva
 - met March 31, next meeting scheduled for May 26
 - If anyone has 9 solid wood rectangles about 8"x10" that they would be willing to paint with the class colors and mark with K,1,2,3,4,5,6,7,8 on them so that we can attach them to the back fence for our safety drills. We would put these up in place of the paper plaques we use now that help facilitate the students where to line up.
We are looking for a volunteer – contact Michelle for more details

7. Directors Report with Curriculum Report—Shelley Lake
8. Business Report—Michelle Silva
9. Report from last District Board meeting –
10. Old Business –
 - New officers for the 2022.2023 school year – John Gibson
 - Letters of Interest attached for temporary Vice President/Vice Chair position
 - Letter of Interest for Secretary position
11. Roundtable / Good of the Order-



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Board Meeting Minutes March 2, 2022

1. Call to order

- The Board of Directors met March 2, 2022.
- The meeting was held via video conference and called to order at 7:00 pm.
- The meeting was a regularly scheduled meeting called by the Board of Directors.
- The Directors present at the meeting were: John Gibson, George von Dassow, Stephanie Ospina, Jenni Schmitt, Stephanie Messerle, Avena Singh, Tim Hyatt, and Maya Watts. Also present – Business Manager Michelle Silva, Curriculum Coordinator Julie Graber, and Director Shelley Lake. A quorum was present because eight of the eleven board members were in attendance. Not Present was Lisa LaGessee, Paula Mosley, and Bruce Steele. Presiding officer was John Gibson.

REGULAR MEETING – REPORTS AND DISCUSSION

2. Public comment

- Marinell – Read information from the American Conference of Occupational Hygienist for spread of Covid-19 when masks are not worn. If no one is wearing masks, the time of transmission was found to be 15 minutes. If improperly fitting masks are worn, transmission still possible within 2.5 hours. Expressed concern of no masks in classroom and spread of Covid-19. This makes a difference to families who are trying to protect other family members.
- Sabrina – In support of individual choice of masking. Parents have the ultimate right to decide on medical decisions and students have the right to an education free of obstacles. Relayed information from students such as masks hurting their ears especially when worn with headphones. Masks make it hard to hear other students and the teacher. Expressed desire for the mask mandate to be removed from The Lighthouse School for students. It is best for students and their education.
- Sabrina read a statement from Krista – Parent expressed concern with a very shy student and the increased reliance on mask to hide behind. Masks are not helping the student.
- Nadine (~~kinder teacher~~) – Just listening to meeting and getting a feel for things. Grateful for consistent management. Difficult for kids to adjust to new rules. Wouldn't want to have to reverse a decision (mask, no mask, mask), this change would be very difficult.
- Natalie – Agree with removing mask mandate, student dislikes school now because of shortened recess and masks.
- Jackie – In favor of letting parents choose for their students to wear a mask or not. Relayed information that Coquille will allow parents to choose if students wear a mask or not.
- No name given – Long time Lighthouse parent and loves the school. Would like to have the parent's ability to choose on mask or no mask. Keep kids home when they are sick.

Masks are detrimental, particularly to mental health, kids are hiding behind masks. With masks, students are not able to see emotions (smile, love) from classmates and teachers. In school there is a need to have the human connection. Concern that continued mask mandate would cause turmoil, heartache, and mental health issues down the road. It should be a parent's right to choose.

- Heather (~~3rd-grade teacher~~) – Shared a classroom experience. Recently created a memory game with kid's photograph. Laminated memory game with kid's pictures. Kids have loved it. Staring at each other's faces on the pictures, previously they did not know what each other look like. Children are missing the normalcy of school. Offer as an educator that kids are missing each other.

3. Union report - Heather

- The last union meeting was very productive. One of the main things the Union is working on is tracking down a few items such as if the Union had a bank account. Getting information from years past from the Union team, unaware of past Union business like bank account information. Trying to solicit more members from staff as well as establishing themselves and gain footing. Michelle will email Union information to Heather. Short answer – the Union did not have a bank account because no local Union dues were collected.

4. Minutes from the February 2, 2022 Board Meeting

- Board Minutes were unanimously approved (MM by Maya Watts, 2nd by Tim Hyatt)

5. Consent Agenda

- Grant team – Stephanie Messerle. The Grant team is meeting monthly, next scheduled meeting is March 14th. The team created a shared google sheet to track needs in prioritized categories and potential grants. The team plans to apply for a Pacific Power grant in March for microscopes and possibly dyslexia supplies. The team asked the Site Committee to create a more detailed plan for the outdoor classroom to be ready to apply for a grant with specific items and costs identified. There is \$1400 from a previous grant for the outdoor classroom. The team is also hoping to submit a request to the Judith Ann Morgan Foundation when the solicitation period opens in July or August 2022.

6. Directors Report —Shelley Lake. Attached, additionally:

- Ready School Safe Learners update – Guidance has changed since Monday. OHA and ODE originally said March 31, then 19, most recent is March 12th for the state mask mandate to be lifted for the entire state. The decision on wearing masks in schools will be by the local health authority and Districts. Based on community transmission rates the mask mandate could be changed at any time. Decision is being put at local community level. Coos County, as of 3/2, is still in high transmission. Because of that, the local health authority/CDC is recommending masks in schools. TLS Admin recommends maintaining current protocols, including masking, stay in place for the rest of the school year. Masking on the bus will be up to the bus company. Keep masks on bus, outside (playground), and in the classroom. Mask use will minimize quarantine and exposure. Also considering social distancing, especially on playground, very difficult to enforce. With masks on, social distancing is less restrictive. Test to stay kits are not available. ODE/OHA is recommending not to use test to stay. Local health authority would not do contact tracing if mask mandate was removed. Would need to go back to bargaining with Union to review and

update changes to Union MOU. PACE liability insurance policy specific to covid related claims would drop coverage if mask mandate is lifted. Shelley said the CBSD is still deciding on mask mandate. Differentiation between vaccinated and unvaccinated staff, this was covered because of mask mandate, so there was no segregation. This would be a topic if bargaining is reopened. Union negotiations are time consuming. The masking decision is a complicated situation with consequential considerations. *Comments from the board - Request for communication to families with rationale on decision. Concern with decision of CBSD and NBSD. Could be difficult and create a stigma on kids who decide to continue wearing masks. Simplify so everyone is on the same page. Julie – from a teaching perspective, no one wants to wear a mask. But observed kids have handled it well, with minimal issues. Kids really don't think about it at school. Concern expressed the school would be masking for perception (feelings) and not for health reasons. Heather – teacher and union rep, follow guidelines to get into it, can we follow guidelines to get out of it? What will we need to see happen to decide to unmask. What are we going to wait for? John – The union would need to decide on if they want to request bargaining and modify the MOU.*

7. Business Report—Michelle Silva. Attached, additionally:
 - Reminder for budget committee to accept meeting invites. Starting process of building budget for the 2022/2023 school year.
8. Report from last District Board meeting
 - Tim Hyatt attended. Business as usual. Mentioned ordering special ed material for TLS.
 - Maya Watts is signed up for next CBDS meeting.
9. Old Business
 - Summer School position posting update
 - Awaiting Union approval to post the position
10. New Business
 - Renewals and non-renewals for 2022/2023

EXECUTIVE SESSION

Executive Session under ORS 192.660 (2)

(a) to consider the employment of a public officer, employee, staff member or individual agent.

(i) To review and evaluate the performance of the superintendent or any other public officer, employee or staff member, unless that person requests an open hearing.

- New officers for the 2022.2023 school year
 - If anyone is interested in filling one of the roles on the executive Board; Treasurer, Secretary, Chair or Vice Chair – please submit a letter of interest via email to office@thelighthouseschool.org by March 31. Your letters will then be distributed to the entire board. Officers in training will be voted in at the April 6, board meeting. The new officers for the 2022.2023 school year will work beside the current officers until June 30, 2022 and then take over their perspective roles in July 2022 for the 2022.2023 year.

11. Roundtable / Good of the Order

- Happy to have union member and teacher representation at board meeting. Would like to have invitation extended to teachers to attend.
- Thank you to staff at school to continue to lead and take care of children at a difficult and challenging time. Grateful for people taking care of kids, making difficult decisions.
- Happy to have public comment, would like more public comments.
- Shelley shared video of classroom activities, a link will be included in newsletter.
- Excited for fieldtrips this spring. Shout out for Vison’s Landscaping volunteer services to maintain the front of building and for the 2-22-2022 at 2:22 dance party.
- Thank you from Heather, 3rd grade, for the yoga mats. The class has been using them a lot. Thanks to Michelle for purchasing these and the storage area.
- Shout out to teachers this year and how great they are doing. Excited about staff at the school, the environment, and opportunity to flourish.

Task list –

- Report out from 2/2/22 task. Shelley reached out to Brian Trendell to ask if TLS Board member could attend a CBSD Board Meeting. Brian said that would be fine, would need to connect TLS Board member with Sarah and she will send link to join the meeting. Shelley would be attending as member of the public. Shelley will clarify if it needs to be one designated consistent person or can it be rotated.
- New – Michelle will send email information to Heather about local Union dues.

Corporate Actions

The following actions were motioned, seconded and approved by unanimous consent unless otherwise stated:

RESOLVED to approve the February 2, 2022 Board Minutes. MM by Maya Watts, 2nd by Tim Hyatt.

RESOLVED to support Shelley Lake’s renewals as presented for the 2022/2023 school year. MM Stephanie Ospina, 2nd by Avena Singh.

ADJOURNMENT: The meeting adjourned at 8:42 pm. The next meeting time and date will be Wednesday, April 6th, 2022 at 7:00pm.

Signature of Secretary, Stephanie Messerle _____

Date _____



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BOARD OF DIRECTORS EXECUTIVE SESSION MINUTES

- ❖ The Board of Directors met on Wednesday, March 2, 2022 at 8:04 pm.
- ❖ The meeting was held via video conference.
- ❖ The Directors present at the meeting were: John Gibson, George von Dassow, Stephanie Ospina, Jenni Schmitt, Stephanie Messerle, Avena Singh, Tim Hyatt, and Maya Watts. Also present - Michelle Silva and Shelley Lake. A quorum was present because eight of the eleven board members were in attendance. Not Present was Lisa LaGessee, Paula Mosley, and Bruce Steele.
- ❖ The presiding officer was John Gibson.

Executive Session under ORS 192.660 (2)

- (a) To consider the employment of a public officer, employee, staff member or individual agent.
- (i) To review and evaluate the performance of the superintendent or any other public officer, employee or staff member, unless that person requests an open hearing.

ADJOURNMENT: There being no further business, the executive session was adjourned at 8:26pm.

Signature of Secretary, Stephanie Messerle _____

Date _____



Michelle Silva <businessservices@thelighthouseschool.org>

Fwd: Construction project

1 message

John Gibson <jgibson@thelighthouseschool.org>
To: Michelle Silva <businessservices@thelighthouseschool.org>

Mon, Apr 4, 2022 at 2:45 PM

Other contractor without interest.

----- Forwarded message -----

From: **Jason Muffett** <jmlogging450@gmail.com>
Date: Mon, Mar 14, 2022 at 11:06 AM
Subject: Construction project
To: jgibson@thelighthouseschool.org <jgibson@thelighthouseschool.org>

Jason Muffett
CCB# 216206

Thank you for the opportunity to bid on your project but unfortunately I am not taking on any more work at this time

Stangel Construction

2449 Oak st.
North Bend, OR 97459 US
+1 5413913143
stangelconstruction@gmail.com



Estimate

ADDRESS
John Gibson

ESTIMATE 1038
DATE 04/05/2022
EXPIRATION DATE 04/19/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Remove and replace windows, siding, soffits, and roofing.	Remove old roofing and replace with new Owens Corning Duration shingles. Remove old siding and windows and replace with new vinyl windows and hardi-plank siding. Remove old soffit material and replace with new materials. Paint new soffits, siding, and trim.	1	37,100.00	37,100.00
Materials	Windows, soffit materials, siding, materials, roofing materials, paint and painting materials.	1	18,550.00	18,550.00
Dump fees		1	650.00	650.00
TOTAL				\$56,300.00

Accepted By

Accepted Date

Construction Estimate



Owner Information

Name LIGHTHOUSE

Address 62860 Highway101

City, State ZIP Coos Bay, OR 97420

Phone 541 252-6076 contact John Gibson

Email Jgibson@thelighthouseschool.org

Project name Preschool

Contractor Information

Company Western Shoreline Restoration Inc.

Name Joe Cowan

Address 65954 Sunshine Ln

City, State ZIP Coos Bay, OR 97420

Phone 541-297-1821

Email joe@restoreyourshore.com

CCB #210652

Scope of Work

- o Remove existing siding, roofing, and windows
- Replace siding, roofing, and windows
- seal up exterior shell
- prime and paint
- insulate walls and ceiling

Not Included

dry rot repairs and drywall repairs do to the insulation process are not covered in this bid , they will be done based on time and material at a rate of \$65.00 per hour

Total job cost \$33,058.45

Joe Cowan

Submitted by (Company Representative)

Date

Owner Acceptance

Submitted by (home owner or authorized representative)

Date

Director's Report: 4/6/2022

Connections Log

3/28 ODE Meeting re: Masking
3/2 R. Roberts Re: Leak in Library
3/3 8th Grade Parent Night
3/4 3-8th grade Training: State Testing
3/7 CHW re: counseling
3/8 RSSL update
3/14 Grant Committee
3/15 504 meeting
3/16 Reverse Field Trip 3rd
3/17 Waiver Determination with ODE
3/17 6-8 Science Fair
2/29 P. Schaeffers RE: Waiver upload
3/29 Gold Coast Security Re: Safety Day
3/29 PACE webinar
3/30 Sodexo RE: Meal Change
3/31 Safety Meeting
3/31 Budget Committee
4/1 Parent/Teacher Conferences
4/5-4/6 Threat Assessment Conference

TLS Updates:

- 3rd Grade Quest Speakers: Didgeridoo Musician, Coast Guard, S. Slough
- 5th Grade Rod Dance
<https://youtu.be/MrsNPh676Xk>
- 6th Grade Play

RSSL Update:

- As of 4/1/2022 TLS will make Masking Optional for all staff, students and Visitors.
- Lunch has begun to incorporate the use of the self-serve salad bar. Items are still individually wrapped.
- All other protocols remain in effect at this time.

Curriculum Report:

- On 4/1/22 Michelle and I met with a potential applicant for the Math Specialist position. She would be interested in the 22-23 school year
- Parent Teacher Conferences underway 4/8 Last day
- State Testing Begins Week of 4/26-5/12
- Upcoming Field Trips to include:
Kinder-TidePools, 1st Gift of Literary, 2nd Butterfly Pavilion, 3rd grade Rivers Blessings Farm, 4th South Slough, 5th Washed Ashore, 6th & 7th Outdoor School, 8th Grade Campout
2nd Grade Field Trip is in planning-TBA. Our goal is to get every class to one field trip this year.
- Teacher Appreciation Week is coming up the week of May 2-6

8th Grade Parent meeting- March 3rd, 2022 at 6pm

Welcome

Introductions

Staff

Parents

Graduation/Promotion:

- Invitations -

- Programs

- Decorations & Setup

- Food
 - *Needs to be individually wrapped to be able to take home*

- Video / Pictures

- Cleanup

Budget

- *Send emails and what is needed (link if possible) and time frame to Michaela*
- *We are not allowed do reimbursements after the purchase, so the purchase has to happen with the business manager.*

Sharing Parent info with each other

Michaela - forecasting questions



Director TLS <director@thelighthouseschool.org>

(no subject)

Director TLS <director@thelighthouseschool.org>

Thu, Mar 3, 2022 at 11:33 AM

To: Third Grade <third@thelighthouseschool.org>, Fourth Grade <fourth@thelighthouseschool.org>, Sarah Rigney <fifth@thelighthouseschool.org>, Rita Coxen <sixth@thelighthouseschool.org>, LaSaundra Williams <seventh@thelighthouseschool.org>, Eighth Grade <eighth@thelighthouseschool.org>

Hello Lighthouse Team:

Just a reminder that we have the MANDATORY STATE TRAINING for all 3-8 grade main lesson teachers tomorrow from 1:00-3:00 in the gathering room.

Please bring something to take notes on, and I will pause between videos for questions, comments and clarification as needed.

In each of your boxes I will place the Teacher's Manuals for State testing. By Law you are to familiarize yourself with this manual and keep it in a place nearby for access as needed.

At the end of the training, grade 5-8 will need to stay in the gathering room for a "Bonus video specifically referencing the science test that is only for these grades.

See you all tomorrow
Shelley Lake
Director
The Lighthouse School



Director TLS <director@thelighthouseschool.org>

Mask Protocol Update

2 messages

Director TLS <director@thelighthouseschool.org>

Fri, Mar 11, 2022 at 4:37 PM

To: TLS Office <office@thelighthouseschool.org>

Bcc: John Gibson <jgibson@thelighthouseschool.org>, Lisa LaGesse <llagesse@thelighthouseschool.org>, timfhyatt@gmail.com, George von Dassow <gvondassow@thelighthouseschool.org>, Jenni Schmitt <jschmitt@thelighthouseschool.org>, Maya Watts <mwolf1@uoregon.edu>, Avena Singh <asingh@thelighthouseschool.org>, Bruce Steele <bsteele@thelighthouseschool.org>, Stephanie Messerle <smesserle@thelighthouseschool.org>, Stephanie Ospina <sospina@thelighthouseschool.org>, Paula Mosley <pmosley@thelighthouseschool.org>

Dear Board,

I wanted to let you know that the letter below will be going out to TLS families later today. Please reach out if you have any questions.

Shelley Lake

Director

The Lighthouse School

Dear Lighthouse Community,

The last two years have been difficult on everyone, children and adults alike. I first want to say thank you to the parents who have reached out and voiced their concerns in response to the current events related to masking- **YOUR VOICE MATTERS!**

As of Thursday, March 10, 2022 Coos County's COVID level dropped from Orange-Substantial or High range, to Yellow-Medium range. As a county, this confirms that we are officially in the clear to drop the mask mandate! This exciting news will provide relief for many and apprehension for others. Our recent surveys gathered valuable information from Lighthouse families, parents and staff that has greatly helped the school gather valuable input towards our next steps. Both surveys revealed that many of our stakeholders are in favor of forgoing masks, and that a significant portion are not. This makes these kinds of decisions even more difficult in a small community.

As we embark on Spring Break of 2022, I want to remind families that we have been here before. Taking the masks off is easy, it's the potential of having to put them back on that creates the real struggle. Should our county numbers rise back into the substantial or high range after Spring Break, masks will once again be required by students and staff regardless of vaccination status. Therefore, in an effort to support all of our families, TLS will continue to require masks through March 31. **TLS will lift the mask mandate beginning April 1, 2022.**

After this date, many people will choose to continue to wear masks indoors for a variety of reasons and TLS supports this choice. TLS welcomes the freedom of choice for students, their families and our staff once we have cleared the potential for a Spring Break surge. After March 31, both students and staff, *regardless of vaccination status*, will be able to choose whether or not they wear a mask while at school. **All other protocols and safety practices will remain in place until June 30, 2022.**

After March 31, 2022

Masks Will be optional for all staff and students regardless of vaccination status. We will continue to support students and staff who may still choose to wear a mask or who choose not to wear a mask and will continue to demonstrate a culture of kindness towards personal choice. **Ridicule, and/or harassment towards anyone who**

3/11/23022

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After March 31, 2022

Masks Will be optional for all staff and students regardless of vaccination status. We will continue to support students and staff who may still choose to wear a mask or who choose not to wear a mask and will continue to demonstrate a culture of kindness towards personal choice. **Ridicule, and/or harassment towards anyone who chooses to wear or not wear a mask after March 31 will not be tolerated.** Please speak with your students about this topic and how their words and judgement can impact others.

School Bus

The mask option will extend to student transportation. Meaning, it is up to the individual whether or not they choose to mask while riding on school transportation.

Healthy Practices

TLS will continue to enforce:

- Handwashing after recess, PE and before meals
- Sanitizer when hand washing is not available
- No sharing of food or drinks

- Cafeteria Seating chart with 6 feet of spacing between students
- Social distancing of at least 3 feet at all times
- Recess zones
- Cohort logs and visual screenings of students upon arrival
- Self-screening health forms for staff

Quarantine and Contact Tracing

Oregon will pause contact tracing and quarantine for the general public, including K-12 settings. In lieu of contact tracing, we will provide cohort notifications when exposures occur. These notifications will allow individuals and families to take additional precautions according to their individual needs.

Isolation

Individuals who test positive for COVID-19 and/or present primary symptoms (as described below) should isolate for at least 5 days. To calculate the 5-day isolation period, Day 0 is the first day of symptoms or a positive test result. Day 1 is the first full day after the symptoms developed or a positive test result. Isolation may end after 5 full days if the individual is symptom free for 24 hours without the use of medication.

Primary Symptoms

TLS will be sending students and staff home when 3 or more of the primary COVID symptoms are present and they will be encouraged to seek viral testing or consider an evaluation by a healthcare provider;

- Cough
- Temperature of 100.4 F or higher or chills
- Shortness of breath or Difficulty breathing
- New loss of taste or smell
- Fatigue
- Muscle or body aches
- Headache
- Sore throat
- Nasal congestion or runny nose
- Nausea or vomiting
- Diarrhea

Testing

TLS will continue to participate in the testing program started earlier this year. For more information, please check the weekly announcements or contact the school office 541-751-1649.

It is important to understand that we are in a new phase of the pandemic but not the end. Future changes to protocols may have to be implemented based on any spike in cases or outbreaks in our schools. Thanks again for your ongoing support!! We are excited to see more student and staff smiles come April!

Shelley Lake
 Director
 The Lighthouse School

BUSINESS/HR REPORT FOR THE BOARD MEETING OF APRIL 6, 2022

HUMAN RESOURCES

- INTENT TO RENEW 2022/2023:
 - 16 OUT OF 22 AS OF 4/6/2022
 - THEY ARE DUE BACK BY 4/15/22
- Summer School Program job posting:
 - Posted the position internally for 10 days, did not get any applicants
 - Next step is to post externally at other school districts and the local ESD
 - Summer School Committee will need to meet to determine program and budget before the May 15 deadline (see page 13 of Grant Agreement)
- 7th grade Handwork:
 - Before Spring Break the 7th grade class had a Geometry Main Lesson that taught them how to find area, circumference, diameter and the like, of a duffle bag.
 - After designing a paper pattern using Geometry
 - They then used their paper pattern to cut out of fabric for a real duffle bag
 - They pinned them to be sewn



BUSINESS REPORT

- Current financial status

Adopted budget	\$	2,224,446.00	Adopted budget	\$	(2,224,446.00)
Expenses Year to date	\$	(1,017,367.30)	Revenues Year to date	\$	1,227,684.98
Anticipated Expenses to 6/30	\$	(918,322.82)	Anticipated Revenues to 6/30	\$	879,862.61
under budget	\$	288,755.88	anticipated revenue deficit	\$	(116,898.41)
			anticipated net is a positive cash flow of	\$	171,857.47

- Current Enrollment as of 3.31.22 = 194
- Budget Committee meetings: Scheduled for 7pm via google meets on 3/31
 - Went well, some good ideas and feedback to get started on the budget process
 - Next meeting dates:
 - 4/21 – proposed budget scenarios
 - 5/26 – budget approval to go to the board in June for adoption

STATE OF OREGON GRANT AGREEMENT

Grant No. 21979

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and The Lighthouse School, a domestic non-profit corporation (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 327.341, 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 for the creation of high-quality summer programs for students Kindergarten through 8th grade, with a specific goal to meet the strengths and needs of currently and historically underserved students.

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 April 1, 2022 (“Effective Date”), and unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Sophie Hilton
255 Capitol St. NE Salem, OR 97310
503-947-0554
sophie.hilton@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Michelle Silva
62858 US-101, Coos Bay, OR 97420
541-435-7700
businessservices@thelighthouseschool.org

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 performance periods outlined in Section 6 (each a “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee Grant Funds for the Project as identified in the table below (“Grant Funds”). Agency will pay the Grant Funds from moneys available through the Statewide Education Initiatives Account (“Funding Source”).

PROGRAM YEAR	PERFORMANCE PERIOD	TOTAL
Summer 2022	April 1 2022 – September 30, 2022	\$69,942.74
Summer 2023	October 1, 2022 – September 30, 2023	\$69,942.74

Grant Funds must be used for Project activities conducted during each Performance Period and may not be carried forward to subsequent Performance Periods. Any Grant Funds unexpended at the conclusion of a Performance Period must be returned to Agency in accordance with Exhibit A.

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 Upon request by Agency, Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A.

7.1.3 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.

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 any Performance Period following 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 90 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 non-profit entity 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: (i) is 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 Agency’s 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 or contractors 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 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 Confidential 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, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300, or other available non-appropriated funds.
- 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, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, 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; 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 for which 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 for 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 at the end of each Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities;
- 17.4 Any Grant funds requested by Grantee as payment for deficient activities or materials; or
- 17.5 Any Grant Funds for a future Performance Period if Grantee fails to make satisfactory progress on Project activities as determined by Agency.

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, 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 Upon 30 days advance written notice to Agency; provided, however, Agency may seek remedies in accordance with Section 16.1 if a Grantee requests termination during a Performance Period or less than 30 days prior to the beginning of the subsequent Performance Period;
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to perform its obligations under this Grant;
- 18.3.3 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
- 18.3.4 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 8, 9, 10, 11, 13, 14, 16, 17, 19.2 subsection 19.5 hereof, and subsection 19.13 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 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: _____
Mandee Wilding, Contracting Officer

Date

Grantee
By: Shelley Lake
Authorized Signature

April 4, 2022
Date

Shelley Lake
Printed Name

Director
Title

93-1311037
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: approved via email/ on file with Agency
Gretchen Merrill, Assistant Attorney General
Date

3/30/2022

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

In 2019, the Oregon Legislature enacted House Bill 3427, also known as the Student Success Act (SSA), which directed Agency to make summer program grants available to improve student achievement in schools, with a goal of improving educational opportunities for Oregon students, especially those who have been historically underserved. SSA provides a generational investment in Oregon’s schools, communities, and students.

Agency has identified Grantee as eligible to receive Grant Funds. Eligibility was based in part on the following factors:

- Considered high poverty under Title I-A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act;
- Has significant achievement gaps; and
- Has been determined by the Agency to require additional supports and interventions based on school performance.

The overall goal of this Project is for Grantee to establish a high-quality summer learning program for historically underserved students Kindergarten through 8th grade in order to help close opportunity gaps and to focus on helping children succeed academically by participating in meaningful and enriching activities.

SECTION II. PROJECT ACTIVITIES AND REPORTING REQUIREMENTS

Grantee must use the Grant Funds only for the costs of Project activities that occur, including expenses incurred, during each Performance Period.

#	ACTIVITY	DUE DATE
1	<p>Implement a summer program that furthers the implementation, requirements, and objectives of the programs described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended).</p> <p>Using an Agency provided template, develop and submit to Agency a summer program plan (“Plan”) and program budget (“Budget”) for each Performance Period in accordance with the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended) and the following:</p> <ul style="list-style-type: none"> • All Project activities must further and implement the requirements and objectives described in the SSA, ORS 327.341(3) and OARs 581-017-0620 through 581-017-0635 (as amended); • To guide Project activities and ensure progress toward Project goals, Grantee is encouraged to develop the Plan through active collaboration with stakeholders, coordination with similar programs 	<p>By May 15 annually (or prior to start of summer program)</p>

#	ACTIVITY	DUE DATE
	<p>and projects within the state of Oregon, and in alignment to its schools and district continuous improvement plans; and</p> <ul style="list-style-type: none"> The summer program must operate at least 3 consecutive weeks and adhere to all Ready School Safe Learners (RSSL) and companion guidance, as amended. <p>Agency and Grantee will collaborate to ensure the Grantee’s proposed Plan and Budget are reasonable, necessary and directly related to Project activities</p>	
2	Submit to Agency a request for disbursement for the amount identified in the applicable Performance Period identified Section 6 and in accordance with the Budget and Section IV of this Exhibit A	On or before June 30 th , annually
3	Participate in in-person or virtual monitoring visits with Agency Grant Manager or designee to include but not be limited to the review and/or revision of Plan, as well as submission of additional relevant information requested by Agency to allow a useful, efficient, and effective monitoring of the summer program	Ongoing and as requested by Agency
4	<p>Comply with annual data gathering by Agency or an Agency designated evaluator to evaluate the effectiveness of the summer program and to identify specific needs for continuous improvement, professional development, monitoring and technical assistance</p> <p>Data subject to evaluation includes but is not limited to:</p> <ul style="list-style-type: none"> Student, staff, and caregiver surveys; and Staff interviews 	Ongoing and as requested by Agency
5	<p>Submit to Agency an end of summer program report using an Agency provided form to include but not be limited to the following:</p> <ul style="list-style-type: none"> Final student roster; Student attendance; and Report on established set of performance measures 	On or before September 30 th , annually
6	Submit to Agency and final expenditure report detailing the expenditure of Grant Funds using an Agency provided form. Return unexpended funds to Agency in accordance with Section IV of this Exhibit A	Within 45 days from September 30 th , annually

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.

SECTION III. PLAN AND BUDGET

Plan/Budget Adjustments. After the Plan is accepted by Agency, the Plan may be adjusted only with written approval from the Agency Grant Manager, or designee, in order to reflect agreed upon modifications necessary for delivery measures, achievement of outcomes, and/ or effective use of Grant Funds.

Grantee must follow the approved budget as set forth in its Plan. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Budget by up to and including 10% of the category or line item without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown in the accepted Budget for each category or line item in the Budget by more than 10% of the category or line item with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant for each Performance Period. Any adjustment that results in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

Grantee must submit any Plan adjustments, or Budget adjustments of more than 10% allocated for any category or line item in the Budget, to Agency using an Agency provided form. No adjustments to the Budget will bind the Agency, nor will the Agency be required to compensate Grantee in accordance with such adjustments, unless and until Agency Grant Manager, or designee, approves such adjustments in writing.

Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the Grant Funds expended under this Grant for each Performance Period, in an amount that does not exceed 5%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS"). Administrative costs must be charged as described in this Section III regardless of any adjustments to the Budget.

Capitalized Assets. Grantee must seek and obtain Agency's prior written approval before using Grant Funds to purchase any assets or property (whether tangible or intangible) with a useful life of more than one year and a per-unit acquisition cost of \$5,000.

SECTION IV. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, upon receipt of Grantee's request for disbursement. All requests for disbursement must be submitted in EGMS by June 30th, annually.

Grantee must return any Grant Funds that remain unexpended for each Performance Period. All unexpended Grant Funds must be returned within 45 days from the end of each Performance Period annually. Any unexpended Grant Funds must be returned with a completed form, as provided by the Agency.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, 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 shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee 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 subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, 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. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 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**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must 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, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

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).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

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

Grantee 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 agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must 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.



Michelle Silva <businessservices@thelighthouseschool.org>

Letter of Interest - VP

1 message

Avena Singh <asingh@thelighthouseschool.org>

Sun, Apr 3, 2022 at 10:42 AM

To: Michelle Silva <businessservices@thelighthouseschool.org>, John Gibson <jgibson@thelighthouseschool.org>

Good morning,

I would like to extend my interest in supporting The Lighthouse School Board in the role of Vice President in a shared format, if that is possible. Lisa has been an amazing President and Vice President, and her knowledge and experience cannot be replicated. If a couple of us could work together, we could hopefully fulfill her role until she's recovered.

As a parent involved in the Lighthouse School for over 12 years, and a board member for more than 4, I feel like I have a pretty solid grasp on the mission and vision of the school. My 25+ years working for the college has afforded me a firm knowledge of budgets, unions and bargaining, and an understanding of Oregon's education system. I'm also here for the long haul and hope to support the school for many more years to come.

Sincerely,
Avena Singh



Michelle Silva <businessservices@thelighthouseschool.org>

Statement of Interest - Board Position

1 message

Stephanie Messerle <smesserle@thelighthouseschool.org>
To: Michelle Silva <businessservices@thelighthouseschool.org>
Cc: John Gibson <jgibson@thelighthouseschool.org>

Thu, Mar 31, 2022 at 4:45 PM

I am writing to express my interest in a board position with The Lighthouse School. For nearly the past two years, I have been in the secretary position. This has been a great experience for me and I have enjoyed contributing to the board and school through the secretary duties. I would be happy to continue my role in the secretary position, however in light of a change in circumstances, I am interested in pursuing the vice president position perhaps in a shared or co-VP capacity. The accident and injuries recently sustained by Lisa LaGesse are truly unfortunate and I wish her a fast recovery and the ability to resume her role as a VP on the board. While she is recovering, I am willing to offer my services in the VP position to provide support during her absence.

I'd be happy to answer any questions or supply additional information.

Sincerely,
Stephanie Messerle

April 5, 2022

Jenni Schmitt
92954 Hill Grade Ln
Coos Bay, OR 97420

Re: Letter of interest for board secretary position

To Lighthouse School Board

I'm writing to express my interest in the Lighthouse School Board's secretary office. I'm a parent of a 3rd grade Lighthouse student and strongly believe in parent participation to make a more well-rounded and diverse educational experience for my and other parents' children. To that end, I desire to expand my volunteer service to include the duties of board secretary.

As many of you know, I work as a wetlands biologist with the South Slough National Estuarine Research Reserve, which is a partnership between federal (National Oceanic and Atmospheric Administration) and state (Department of State Lands) entities. As such, I serve on numerous workgroups and committees at both the state and federal levels. For example, I am the Oregon Member at Large for the Pacific Estuarine Research Society, a non-profit organization whose purpose is to bring together persons actively engaged in estuarine and coastal research and management on the Pacific Coast to exchange ideas and knowledge for educational purposes.

As one of 29 Reserves across the nation, the South Slough Reserve focuses on research, stewardship and education and my job allows me to be actively involved in all aspects of this. One of my most fulfilling responsibilities is as organizer and chair of a community collaborative stakeholder group called the Partnership for Coastal Watersheds. Made up of representatives from local government, state agencies, tribes, business and development interests, and non-profits, this group's mission is "to understand local watershed conditions and address their capacity and resiliency to serve ecological, economic and social needs for present and future generations". As part of this, I help facilitate science driven management of our coastal estuaries through grant writing, outreach activities, leading projects or facilitating work with other researchers all while collaborating with stakeholders, who drive the entire process.

Thank you for considering my offer to fill the board secretary position.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Schmitt', written in a cursive style.

Jenni Schmitt