

# Nestucca Valley School District

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## Nestucca K8

36925 Hwy 101 S ♦ Cloverdale, Oregon 97112 ♦ (503) 392-3194

### Board of Director's Meeting

March 9, 2022

6:30 pm - Public Session

Join Zoom Meeting

<https://us02web.zoom.us/j/84428296301?pwd=Zk9NcEhVbUVzcnFHMmFGUDZWl2lpZz09>

Meeting ID: 844 2829 6301

Passcode: 433207

Dial 1 346 248 7799 US

### AGENDA

The Nestucca Valley School Board encourages public input. Persons wishing to address the Board on school related issues, are invited to do so, either when the item is presented on the agenda, or under the "Public Comments" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time for individual agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, please complete a Public Comment Form and turn it in to the Assistant to the Superintendent. The Board requests complaints or charges against an employee be held in Executive Session. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing prior to the meeting.

#### **1.0 OPENING OF PUBLIC SESSION—K8 Library—6:30 pm**

1.1 Public Session Call To Order

1.2 Flag Salute

1.3 Attendance:

\_\_\_ Annis Leslie- Board Vice Chair

\_\_\_ Shane Stuart

\_\_\_ Diane Boisa

\_\_\_ Linda Fielder

\_\_\_ Bill Hagerty, Board Chair

\_\_\_ Misty Wharton, Superintendent

\_\_\_ Ken Richwine, High School Principal

\_\_\_ Chad Holloway, Director of Alternative Education and Facilities

\_\_\_ Megan Kellow, Special Programs Administrator

\_\_\_ Diane Wilkinson, NVELC Director

Approval of Agenda –March 9, 2022

Recommendation: Approval of Agenda

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**2.0 COMMUNITY/SCHOOL PRESENTATIONS**

**3.0 PUBLIC COMMENT**

*\*\*Opportunity for Citizens to address items not on the Agenda. Persons wishing to address the Board on any school related issue not listed elsewhere on the agenda are invited to do so now. Board Members are limited, but not required, to give a brief response to public statements or questions regarding non-agenda items.*

**4.0 CONSENT AGENDA—consolidated motion**

*\*\*The purpose of the Consent Agenda is to expedite action on routine agenda items. These items will be acted upon with one motion, second and approval of the Board, unless a member of the board or public wishes to pull the item for individual discussion and action. All matters listed under Consent Agenda are those on which the board has previously deliberated or can be classified as routine items of business. **There will be no separate discussion of these items prior to the vote by the Board unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda.** Members of the public who wish to speak on an item must first fill out a public comment card.*

- 4.1 Board Minutes from February 9, 2022(Attachment 4.1)
- 4.2 February 2022 Financial Report (Attachment4.2 )
- 4.3 Ratification of Employment (Attachment 4.3)
- 4.4 Licensed Contract Renewal (Attachment 4.4)

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**5.0 ACTION /DISCUSSION**

5.1 Recommendation: Approve- Proposed Nestucca Valley Board of Directors Meeting Calendar (Attachment 5.1)

Explanatory Statement: This proposal moves the time of our public session from 6:30pm to 6:00pm on the “Second” Wednesday of each month. Notice there is also no July meeting this year as it is not an election year.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.2 Action: Recommendation: Approve -For the 2022-2023 school year, the Nestucca Valley School District will be a closed district, granting ten out-of-district transfer spots.

Explanatory Statement: This has been our past practice for the last seven years and serves our district well.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.3 Recommendation: Approve-Resolution #2022-3 (Attachment 5.3)

Explanatory Statement: As discussed at our facilities work session, this resolution would adequately fund the completion of our High School CTE Shop

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.4 Action: Recommendation : Approve-Appointment of Sarah Lewis to the CCTEC Foundation Board of Directors

Explanatory Statement: Over the next few months we will be bringing forward other board member recommendations

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.5 Action: Superintendent Contract- new three year agreement between the NVSD and Superintendent Misty Wharton for 2022-2025

Explanatory Statement: NVSD Board of Directors has offered a new three year contract to Superintendent Wharton

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.6 Action: Recommendation: Approve- The proposed 2022-2023 and 2023-2024 school calendar (Attachment 5.6)

Explanatory Statement: Similar schedule as this last year, following the trimester breakdown.

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.7 Action: Recommendation: Approve- The change order submitted by field turf for the completion of the K8 student recreation/sport facilities (Attachment 5.7)

Explanatory Statement: This proposal is a considerable cost savings because Benchmark Construction will already be on site at the high school and utilize the soil spoils form there on the K8 campus.

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.8 Action: Recommendation: Resignation letter submitted by Annis Leslie (Attachment 5.8)

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.9 Action: Recommendation: Approve- The Intergovernment Agreement (IGA) between the State of Oregon acting by and through its Department of Land Conservation and Development and the Nestucca Valley School District in either updating or developing a new addition to the Tillamook County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP) (Attachment 5.9)

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

## **6.0 INFORMATION/ DIRECTOR QUESTIONS**

6.1 Administrator Reports

6.2 Board of Directors Update

6.3 OAR 333-019-1015- Masking in Schools (Attachment 6.3)

6.4 to OAR 333-019-1030- Vaccine mandate (Attachment 6.4)

## **7.0 FURTHER BUSINESS**

## **8.0 ADJOURNMENT**

Any documents that are public records and are provided attachments to public session items on this agenda are accessible to the public on the District's Website, with the exception of documents provided at the time of the meeting. Documents that are public records, and are provided at the time of the meeting to a majority of the Board regarding a public session item, will be made available for public inspection upon request to the Superintendent's Assistant.

**Board of Director's Meeting**

**Minutes-February 9, 2022**

**OPENING BUSINESS**

Opening business called to order by Board Chair Hagerty at 5:30 p.m.

There were no requests for Public Comment on the Executive Session topics.

Convene to Executive Session;

Pursuant to ORS 192.660 (2) (i): To review and evaluate the employment related performance of the chief executive officer of any public body, a public office, employee or staff member who does not request an open hearing.

Pursuant to ORS 192.660 (2) (f): To consider records exempt by law from public inspection.

Pursuant to ORS 192.660 (2) (b): To consider the dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or agent, unless he or she requests an open meeting.

**EXECUTIVE SESSION**

The Board moved to Executive Session in the Board conference room.

**OPENING OF PUBLIC SESSION**

Public Session was called to order by Board Chair Hagerty at 6:30 pm. Board Chair Hagerty led the Pledge of Allegiance.

Attendance:

X - Linda Fielder

X - Bill Hagerty, Board Chair

X - Annis Leslie, Board Vice Chair

X - Diane Boisa

X - Shane Stuart

X - Misty Wharton, Superintendent

X - Ken Richwine, High School Principal

X - Chad Holloway, Administrator of Facilities and Alternative Education

X - Megan Kellow, Special Programs Administrator

X - Diane Wilkinson, Nestucca Valley Early Learning Center Director

**Patrons, Students and Staff:** Daniel DiCrispino, Amy Gianella, Tevin Gianella, Lauren Stuart, Andre Schellhaas, Melanie Merryman, Justin Hartford, Sherry Hartford, Doug Keller, Bobbie Stirling, Ursula McVittie, Liz Kellow, Jeff Schiewe, Kaili Jensen, April Bailey, Raquel Hays, Keith Serven, Kathleen Serven, Kenneth Blackburn, Katie Lane, Ashley Tike, Stacey Hagerty, Heidi Trambley, Kristina Albin, Trish Collins, Vicky Hirsch, Ledbetter family, Julie Love, Brooke Boyd, Esther McDonald, Taylor Whitman, Patrick, Kristen, Macie, Nancy Gardener, Josh Armstrong, Joseph, Colin Stapp, Sharman Ensminger, Manning family, Chrissy Eichelberger, Tim Hirsch, Tracy Whittles, Ahndrea Sousa, Mary Hurliman, Shawn Best

**Approval of Agenda** –February 9, 2022

**MOTION:** Annis Leslie 2nd: Shane Stuart AYES: 5 NOES: 0 ABSTAIN: 0

### **COMMUNITY/SCHOOL PRESENTATIONS**

Student presentation - not present.

### **PUBLIC COMMENT**

Before Public Comment began, Mr. Stuart read a letter to the community on behalf of the School Board. Mr. Stuart thanked everyone for attending the meeting and for their involvement in the school and the community. The last two years have impacted us all, Mr. Stuart said. Regardless of people's views, Covid has affected all of us and we are all ready for this pandemic to be over. The Board understands the frustrations in the community with all of the mandates in Oregon. The Board would love nothing more than to have control over the decisions we make, Mr. Stuart said. The Board has to look at not just the short term, but the long term effects of the weight our decisions make, he added. To incur fines, lose access to funding sources and liability insurance, and risk the licensure of staff, could have a negative impact on our kids and their future. Mr. Stuart reminded everyone of the power their words carry. He urged everyone to be kind, despite differences, so we create a positive environment for our children. He said the Board has heard the concerns of holding virtual meetings. We have done this the past several months as a mitigation measure, as the numbers of cases continued to rise in our community, he added. The Board understands the difficulty Zoom presents for community members who wish to participate. It is important to the Board to hear the voice of the community. The Board has provided everyone the opportunity to inform us ahead of time with their intent to comment. Additionally, he added, we ask towards the end of our meetings if anyone else would like to talk. Mr. Stuart said hopefully very soon, they can transition back to an in-person format and the process will be much easier for everyone. Mr. Stuart thanks everyone for their dedication to the community.

- Shawn Best is concerned about the district not allowing vaccine exemptions. She is concerned that there will not be any baseball coaches as well as regular volunteers. Shawn asked that the Board consider no masks outside for the children, starting tomorrow. She also expressed concern of virtual meetings, using the technical difficulties at the start of the meeting as an example.
- Kaili Jensen apologized to everyone for having her head in the sand for so long. She feels that the Board does not care about the input of the community. Kaili does not think they realize the hell the kids have been through because most of them do not have children that are current students. If they did, she added, they would surely see the negative impact of their decisions. Kaili also shared her concern about the vaccine exemptions not being accepted for coaches, volunteers and part time employees. This will affect staffing as well as the impact on sports and coaches not being able to coach, she said.
- April Bailey said she hopes this is the Board's "come to Jesus" moment and that they have three choices, resign, recall or repent. Should no positive action be taken, April said she will personally work on filing for a petition to recall Board members. April said there is still a better path, one of repentance and healing.
- Josh Armstrong said he was devastated the other day to see Piper come home very upset. He added that she is a 4.0 student who loves her teachers and has always loved school. He said she was in tears because the school was going back into CDL for the week. Josh said it's not a good environment and she doesn't want to go to school there anymore. Josh added that the school can do better. If they don't, he said, the girls may go elsewhere.
- Tracy Whittles said that all of us have struggled with the pandemic. As a community, we tried to flatten the curve. As time goes on, Tracy said, we have seen division within the community. This district and community needs volunteers. Tracy said that her kids are home schooled but have always been involved in the sports. She and her husband have always volunteered for various organizations. Parents want to be involved and volunteer. Tracy said there is new data of natural immunity. People who have had Covid are now showing antibodies for 20 months, regardless of vaccination status. Tracy said she knows it hard, but she is urging the Board to reconsider vaccination exemptions for volunteers.
- Sherry Hartford said that her husband was denied a religious exemption and cannot coach basketball. The school is a public place she said, and the public are allowed to come and watch the sporting events. Why is it different for a coach, she asked? Denying exemptions will diminish the sports programs. The kids are the ones who ultimately suffer she adds. Sherry asked if they are willing to rewrite the policy and allow exemptions or continue to let sports programs suffer?

## **CONSENT AGENDA – consolidated motion**

- Board Minutes from January 19, 2022
- January 2022 Financial Report
- Ratification of Employment
- Quarterly Statement of Assurance

MOTION: Diane Boisa 2<sup>nd</sup>: Annis Leslie AYES: 5 NOES: 0 ABSTAIN: 0

## **ACTION /DISCUSSION**

- **Recommendation**: Approve – 2022/2023 NWRESA Local Service Plan

This is our annual process of agreeing to participate in the NWRESA Local Service Plan.

MOTION: Linda Fielder 2<sup>nd</sup>: Shane Stuart AYES: 5 NOES: 0 ABSTAIN: 0

- **Recommendation**: Discussion of:

OAR 333-019-1015 – OHA adopted permanent rules requiring face coverings in K-12 settings.

OAR 333-019-1030 – Requiring school and school-based program staff, volunteers, etc. provide proof of vaccination or medical or religious exemption.

Board Chair Hagerty read aloud. Shane Stuart explained that nothing has changed regarding face coverings. The temporary rule expired and has been moved to a permanent rule. It is a state law and there are consequences for not following state laws. The same goes for the vaccination law, Mr. Stuart said. It applies to any teachers, coaches or volunteers on school grounds. This does not apply to things such as parent/ teacher conferences, concerts or sporting events. Once the mask mandate is lifted Mr. Stuart said, it may impact exemptions and they may be harder to get after March.

Board Chair Hagerty added that they are going to follow State laws. He adds that he doesn't like it either, but they have to follow the laws. Mr. Hagerty added, that the next meeting could be in-person.

Diane Boisa comments on the last open Board meeting they had. There were a lot of people who were not wearing masks. How is the Board supposed to handle people who will not follow the rules?



- **Recommendation:** Approve – Coastal Career Technical Coalition Foundation Board of Directors effective at the organizational meeting of the (CCTFF).

Explanation: As Discussed last month, we are moving forward in coordinating with community partners to begin to establish an apprenticeship CTE program. These community partners have agreed to serve a term on the CCTFF Board, for a one-year term. To be reviewed annually.

Superintendent Wharton explained that Mr. Holloway has put together a group of people who are willing to serve a one-year appointment to the board. Approval will happen every year and the can change board members as needed each year. The first meeting is tentatively set for the beginning of March.

**MOTION:** Annis Leslie 2<sup>nd</sup>: Diane Boisa AYES: 5 NOES: 0 ABSTAIN: 0

### **INFORMATION / DIRECTOR QUESTIONS**

Superintendent Wharton talked about the plan for February 18, which was originally scheduled to be a half day. It will now be a full day and will increase our instructional time.

Ms. Wharton shared that they are getting a budget committee team together.

Ms. Wharton talked about the community playground. They are working on establishing a park like setting, that can be enjoyed by the community after hours and on the weekends.

They are closing out the K8 bond work. There is a healthy contingency that will be used for the High School CTE program. There will be a Board work session on February 23, 2022 at 5:30 pm to discuss different plans for the next phases of the CTE program.

Board Chair Hagerty thanked everyone who participated and spoke at the meeting tonight. He also thanked the teachers and staff for all they do. He said hopefully, this will be coming to an end soon. He does appreciate everyone's opinions, he added.

Sherry Hartford asked how can religious exemptions be allowed for some staff and not for others? How can you deny someone's religious beliefs? How do you decide who's to grant?

Ms. Wharton answered, only full time employees are the ones the district is taking responsibility for. They are not deciding, that is the current criteria-being a full time employee.

Bill Hagerty thanked everyone for participating, and suggested that people talk to their legislature.

**FURTHER BUSINESS**

With no further business, Board Chair Hagerty adjourned the meeting at 7:29 pm.

**Nestucca Valley School District  
Financial Report  
2021-22**

4.2

For Period Ending February 28, 2022

**General Fund - Revenue & Expenditures by Object Code**

	Budget	Actual	Encumbrances	Variance
<b>Revenue:</b>				
1111 Current Taxes	\$ 6,300,000	\$ 6,059,083	\$ -	\$ (240,917)
1112 Prior Taxes	150,000	94,745	-	(55,255)
1114 PILOT	-	1,990	-	1,990
1190 Interest on Taxes	2,000	310	-	(1,690)
1411 Transportation Fees/Other	-	-	-	-
1510 Interest	30,000	7,663	-	(22,337)
1790 Extra Curricular Activities	-	150	-	150
1920 Contributions & Donations	5,000	4,604	-	(396)
1940 Services Provided To Others	-	-	-	-
1960 Recovery of Expenditures	15,000	13,466	-	(1,534)
1990 Miscellaneous Revenue	25,000	53,504	-	28,504
1991 E-Rate Reimbursement	-	-	-	-
<b>Total Local Revenue</b>	<b>6,527,000</b>	<b>6,235,515</b>	<b>-</b>	<b>(291,485)</b>
2101 County School Fund	500,000	309,622	-	(190,378)
2199 Other Intermediate Sources	-	1,924	-	
<b>Total Intermediate Revenue</b>	<b>500,000</b>	<b>311,546</b>	<b>-</b>	<b>(188,454)</b>
3103 Common School Fund	45,000	26,356	-	(18,644)
3104 State Timber Revenue	565,000	306,849	-	(258,151)
3199 Unrestricted Revenue	30,000	-	-	(30,000)
3299 Other Restricted Grants in Aid	-	-	-	-
<b>Total State Revenue</b>	<b>640,000</b>	<b>333,205</b>	<b>-</b>	<b>(306,795)</b>
4300/4500 Federal Revenue	-	-	-	-
<b>Total Federal Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
5400 Beginning Fund Balance	3,690,000	3,927,955	-	237,955
<b>Total Other Sources</b>	<b>3,690,000</b>	<b>3,927,955</b>	<b>-</b>	<b>237,955</b>
<b>Total Revenues</b>	<b>\$ 11,357,000</b>	<b>\$ 10,808,221</b>	<b>\$ -</b>	<b>\$ (548,779)</b>
<b>Expenditures:</b>				
100 - Salaries	\$ 3,764,824	\$ 2,044,552	\$ 1,507,881	\$ 212,391
200 - Benefits	2,651,943	1,272,311	1,010,145	369,487
300 - Purchased Services	754,213	346,501	179,314	228,398
400 - Supplies & Materials	363,918	255,015	130,263	(21,360)
500 - Capital Outlay	-	7,196	-	(7,196)
600 - Other Objects	262,102	423,949	9,982	(171,829)
700 - Transfers	2,195,000	2,157,321	37,679	-
800 - Operating Contingency	600,000	-	-	600,000
800 - Unappropriated EFB	765,000	-	-	765,000
<b>Total Expenditures</b>	<b>\$ 11,357,000</b>	<b>\$ 6,506,845</b>	<b>\$ 2,875,264</b>	<b>\$ 1,974,891</b>

**Nestucca Valley School District  
Financial Report  
2021-22**

For Period Ending February 28, 2022

**Special Revenue Funds - Revenue & Expenditures by Object Code**

	Budget	Actual	Encumbrances	Variance
<b>Revenue:</b>				
Local Revenue	\$ 470,000	\$ 31,320	\$ -	\$ (438,680)
State Revenue	1,756,000	932,752	-	(823,248)
Federal Revenue	1,404,375	834,689	-	(569,686)
Interfund Transfers	595,000	32,321	37,679	(525,000)
Beginning Fund Balance	325,000	626,772	-	301,772
<b>Total Revenues</b>	<b>\$ 4,550,375</b>	<b>\$ 2,457,854</b>	<b>\$ 37,679</b>	<b>\$ (2,054,842)</b>
<b>Expenditures:</b>				
100 - Salaries	\$ 1,076,634	\$ 813,817	\$ 563,408	\$ (300,591)
200 - Benefits	803,241	504,757	413,541	(115,057)
300 - Purchased Services	500,525	170,094	48,523	281,908
400 - Supplies & Materials	1,064,975	390,713	197,474	476,788
500 & 600 - Capital & Other Objects	375,000	262,056	46,967	65,977
700 - Transits	730,000	294,947	278,700	156,353
<b>Total Expenditures</b>	<b>\$ 4,550,375</b>	<b>\$ 2,436,384</b>	<b>\$ 1,548,613</b>	<b>\$ 565,378</b>

**Nestucca Valley School District  
Financial Report  
2021-22**

For Period Ending February 28, 2022

**General Fund - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 6,527,000	\$ 6,235,514	\$ -	4.47%	\$ (291,486)
Intermediate Revenue	500,000	311,546	-	37.69%	(188,454)
State Revenue	640,000	333,206	-	47.94%	(306,794)
Beginning Fund Balance	3,690,000	3,927,955	-	-6.45%	237,955
<b>Total Revenues</b>	<b>\$ 11,357,000</b>	<b>\$ 10,808,221</b>	<b>\$ -</b>	<b>4.83%</b>	<b>\$ (548,779)</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 4,171,657	\$ 1,979,513	\$ 1,655,431	12.87%	\$ 536,713
2000- Support Services	3,557,741	2,304,805	1,179,321	2.07%	73,615
5100- Debt Service	67,602	65,206	2,833	-0.65%	(437)
5200- Transfers	2,195,000	2,157,321	37,679	0.00%	-
6100- Operating Contingency	600,000	-	-	100.00%	600,000
7000- Unappropriated EFB	765,000	-	-	100.00%	765,000
<b>Total Expenditures</b>	<b>\$ 11,357,000</b>	<b>\$ 6,506,845</b>	<b>\$ 2,875,264</b>	<b>17.39%</b>	<b>\$ 1,974,891</b>

For Period Ending February 28, 2022

**Special Revenue Funds - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 470,000	\$ 31,320	\$ -	93.34%	\$ (438,680)
State Revenue	1,756,000	932,752	-	46.88%	(823,248)
Federal Revenue	1,404,375	834,689	-	40.57%	(569,686)
Interfund Transfers	595,000	32,321	37,679	88.24%	(525,000)
Beginning Fund Balance	325,000	626,772	-	-92.85%	301,772
<b>Total Revenues</b>	<b>\$ 4,550,375</b>	<b>\$ 2,457,854</b>	<b>\$ 37,679</b>	<b>45.16%</b>	<b>\$ (2,054,842)</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 1,174,856	\$ 921,491	\$ 608,031	-30.19%	\$ (354,666)
2000- Support Services	1,496,664	680,420	219,013	39.90%	597,231
3000- Community Services	1,148,855	539,526	442,869	14.49%	166,460
5300- Transits	730,000	294,947	278,700	0.00%	156,353
<b>Total Expenditures</b>	<b>\$ 4,550,375</b>	<b>\$ 2,436,384</b>	<b>\$ 1,548,613</b>	<b>12.42%</b>	<b>\$ 565,378</b>

4.3

**Ratification of Employment**

Name	Site	Position	Action	Salary	Effective
Pierce Trent	High School	21 <sup>st</sup> CCLC Program Assistant	Hired	\$20.00/hr	2.7.2022
Brian Moore	K8	Head Custodian	Hired	1.0 FTE @ \$19.01/hr	2.17.2022
Anna Neal-Silveria	HS	TEMP Instructional Assistant High Needs	Hired	0.875 FTE @ \$15.80/hr 70 day contract	2.28.2022
Pierce Trent	High School	Custodian	Hired	.5 FTE @ \$15.63	3/7/2022

NESTUCCA VALLEY SCHOOL DISTRICT  
March 9, 2022

4.4

**APPROVE RENEWALS/EXTENSIONS AND NON-EXTENSIONS OF TEMPORARY, PROBATIONARY,  
AND CONTRACT TEACHERS AND ADMINISTRATORS**

Resolved, that the Board of Directors accept the Superintendent's recommendation for the renewal of probationary teachers and administrators and for the issuance of contracts to contract teachers and administrators.

1. Current **First-Year Probationary Teachers and Administrators** being recommended for one-year contracts July 1, 2022 to June 30, 2023 to **Second Year Probationary status**:

Teachers

COMPTON HALL, CHRISTINE  
HOOGENDIJK, DAMMES  
SEARS, LEALA

EICHELBERGER, CHRISSY  
JOHNSON, AMY  
SHRINER, LINDSEY

2. Current **Second-Year Probationary Teachers and Administrators** being recommended for one-year contracts July 1, 2022 to June 30, 2023 to **Third-Year Probationary status**:

Teachers

ENSMINGER-STAPP, SHARMAN  
GREEN, JENNI

PEARN, AARON  
SOUSA, JOHN

3. Current **Third-Year Probationary Teachers** being recommended for a two-year contract for July 1, 2022 to June 30, 2024, to **Contract Teacher status**:

Teachers

BROWN, HEATHER

ELDER, CARA

4. Current **Third-Year Probationary Administrators** being recommended for three-year contracts July 1, 2022 to June 30, 2025, to **Contract Administrator status**:

HOLLOWAY, CHAD

5. Current **Contract Teachers** being non-renewed:  
N/A

6. Current **Contract Teachers** being recommended for a two-year contract for July 1, 2022 to June 30, 2024, at **Contract Teacher status**:

ALBIN, KRISTINA  
BENTLEY, TYLER

DICRISPINO, DANIEL  
ELDER, JOHN

FILOSI, KEVIN  
GIANELLA, AMY  
GIANELLA, TEVIN  
GILMORE, MELISSA  
HILL, CAROLYN  
HULBERT, DANA  
LEJA, SYDNEY  
MORENO GUTIERREZ, DANIELA  
SCHULTZ, HEIDI

PENA, MEESHA  
ROBERTS, ALYSSA  
ROYSER, NICOLE  
SCHIEWE, JEFFREY  
SERVEN, KATHLEEN  
SILKWOOD, MADLEN  
STIRLING, BOBBIE  
WINESBURGH, CHRISTAL  
WUNDRAM, CAREY

7. Current **Contract Administrators** being recommended for three-year contracts July 1, 2022 to June 30, 2025:

KELLOW, MEGAN

RICHWINE, KENNETH





## NESTUCCA VALLEY SCHOOL DISTRICT

P.O. Box 99, Cloverdale, Or. 97112 503-392-4892 FAX- 503-392-9061  
*Inspiring individual excellence, instilling diligence, and initiating life-long learning*

5.1

*Misty Wharton*

Superintendent

*Liz Kellow*

Special Ed Secretary

*Kim Seals*

Financial Services Liaison

*Ursula McVittie*

Human Resources Specialist

# NESTUCCA VALLEY SCHOOL DISTRICT BOARD OF DIRECTORS MEETING SCHEDULE 2022-2023 6:00pm Opening Session

**August 10, 2022**

**September 14, 2022**

**October 12, 2022**

**November 9, 2022**

**December 14, 2022**

**January 11, 2023**

**February 8, 2023**

**March 8, 2023**

**April 12, 2023**

**May 10, 2023**

**June 14, 2023**

5.3

**RESOLUTION NO. #2022-3**

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF FULL FAITH AND CREDIT OBLIGATIONS TO FINANCE REAL AND PERSONAL PROPERTY OF THE DISTRICT IN AN AMOUNT NOT TO EXCEED \$4,000,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE, UNDERWRITER/PLACEMENT AGENT AND SPECIAL COUNSEL; AND RELATED MATTERS.**

WHEREAS, Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the "District"), is authorized by Oregon Revised Statutes ("ORS") Sections 271.390 and 287A.315 to (i) enter into financing agreements to finance real and personal property that the District determines is needed, (ii) pledge its full faith and credit, and (iii) pay the costs of issuance of such financing agreements; and

WHEREAS, the District determines that capital improvements to District facilities are needed including: construction of a new Career Technical (CTE) building and classrooms, purchase of CTE equipment, demolition of existing structure, and safety and security improvements at the high school track and field facility (collectively, the "Project"); and

WHEREAS, the District desires to enter into one or more financing agreements (collectively, the "Financing Agreement") to finance the Project and to enter into one or more escrow agreements (collectively, the "Escrow Agreement") which will authorize the escrow agent to issue one or more series of Full Faith and Credit Obligations, Series 2022 (collectively, the "Series 2022 Obligations") to finance the Project; and

WHEREAS, the estimated weighted average life of the Financing Agreement will not exceed the dollar weighted average life of the Project, as required by ORS 271.390; and

WHEREAS, the District anticipates incurring expenditures (the "Expenditures") to finance the cost of the Project and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its general funds on the Project from the proceeds of a borrowing, the interest on which is expected to be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NESTUCCA VALLEY SCHOOL DISTRICT NO. 101, TILLAMOOK AND YAMHILL COUNTIES, OREGON RESOLVES AS FOLLOWS:

## **Section 1. Authorization.**

The Board of Directors hereby authorizes:

A. Financing Agreement. The District authorizes the execution and delivery of one or more full faith and credit financing agreements (the "Financing Agreement") in a form satisfactory to the Authorized Representative (defined herein) in the aggregate amount not to exceed \$4,000,000 to finance the Project and costs of issuance. The Financing Agreement may consist of one or more financing agreements and may be issued as taxable and/or tax-exempt obligations at a true effective rate of interest not to exceed three and one half percent (3.5%) per annum and shall mature not later than ten (10) years from the date of issuance.

B. Method of Sale. The Financing Agreement may be entered into directly with a lender (a "Private Placement") or obligations representing the principal amount payable under the Financing Agreement may be sold to an underwriter by negotiated or competitive sale (a "Public Offering"), as determined by the Authorized Representative.

C. Private Placement. If privately placed, the Financing Agreement may be evidenced by a note and may be entered into with a lender(s) as determined by the Authorized Representative.

D. Public Offering. If sold pursuant to a public offering, the District authorizes the issuance and sale of Full Faith and Credit Obligations, Series 2022 (the "Series 2022 Obligations") which shall be issued by the escrow agent, for and on behalf of the District, representing the principal amount payable under the Financing Agreement. The Series 2022 Obligations may be issued in one or more series, shall be issued at a true effective rate as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The District authorizes the execution and delivery of one or more escrow agreements between the District and the escrow agent (the "Escrow Agreement"), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Series 2022 Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the District's financing payments under the Financing Agreement.

## **Section 2. Designation of Authorized Representative.**

The District authorizes the Superintendent or their designee (the "Authorized Representative"), to act as the authorized representative on behalf of the District and determine the remaining terms of the Financing Agreement as delegated herein.

## **Section 3. Financing Payments.**

The obligation of the District to make the financing payments under the Financing Agreement shall be a full faith and credit obligation of the District, payable from the lawfully available, non-restricted funds of the District and other funds which may be

available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make Financing Payments is not subject to appropriation. The Owners of the Financing Agreement note and Series 2022 Obligations shall not have a lien or security interest on the property financed with the proceeds of the Financing Agreement.

#### **Section 4. Delegation of Final Terms of the Financing Agreement and Additional Documents.**

The Authorized Representative is authorized, on behalf of the District, to:

A. determine the method of sale, determine the provisions of the notice of sale if sold at a competitive sale, act upon bids received, negotiate the terms of, and execute and deliver a purchase agreement if sold at a negotiated sale, and negotiate the terms of, and execute and deliver documents if privately placed with a lender;

B. determine the principal amount and establish the maturity and interest payment dates, dated dates, principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, draw-down provisions, amortization schedules, covenants, fees, discounts and premium, denominations, whether to obtain insurance or some other form of guaranty or security for the payment of the Financing Agreement or Series 2022 Obligations, to obtain one or more ratings for the Series 2022 Obligations, if the Financing Agreement is issued as a tax-exempt or taxable obligation, and all other terms under which the Financing Agreement and Series 2022 Obligations shall be issued, sold, executed, and delivered;

C. negotiate the terms and approve of the Financing Agreement and the Escrow Agreement, if applicable, as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Financing Agreement and the Escrow Agreement;

D. deem final, approve of and authorize the distribution of the preliminary and final official statements to prospective purchasers of the Series 2022 Obligations;

E. determine whether the Series 2022 Obligations shall be book-entry certificates and to take such actions as are necessary to qualify the Series 2022 Obligations for the book-entry system of DTC, including the execution of a blanket issuer letter of representations;

F. apply for ratings for the Series 2022 Obligations and determine whether to purchase municipal bond insurance or other credit enhancement, negotiate and enter into agreements with providers of credit enhancers, and expend proceeds to pay credit enhancement fees;

G. approve, execute and deliver a Tax Certificate for the Financing Agreement issued on a tax-exempt basis;

H. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Series 2022 Obligations;

I. engage the services of any professionals whose services the Authorized Representative determines are necessary or desirable, including the appointment of an escrow agent for the Series 2022 Obligations;

J. designate the Financing Agreement and the Series 2022 Obligations as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), so long as the District and all subordinate entities do not reasonably expect to issue more than \$10,000,000 of tax-exempt obligations during the calendar year in which the Financing Agreement is issued;

K. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Financing Agreement and Series 2022 Obligations, and take any other actions that the Authorized Representative determines are necessary or desirable to finance the Project with the Financing Agreement in accordance with this Resolution; and

L. take any other actions which the Authorized Representative determines are necessary or desirable to finance the Projects in accordance with this Resolution.

#### **Section 5. Maintenance of Tax-Exempt Status.**

The District hereby covenants for the benefit of the Owners of the Financing Agreement issued on a tax-exempt basis to use the Financing Agreement proceeds and the Project financed with such proceeds in the manner required, and to otherwise comply with all provisions of the Code, which are required so that interest paid on such Financing Agreement will be excluded from gross income of the Owners of such Financing Agreement for federal income tax purposes. The District makes the following specific covenants with respect to the Code:

A. The District will not take any action or omit any action if it would cause such Financing Agreement to become an arbitrage bond under Section 148 of the Code.

B. The District shall operate the Project financed with tax-exempt Financing Agreement so that such Financing Agreement does not become a “private activity bond” within the meaning of Section 141 of the Code.

C. The District shall comply with appropriate Code reporting requirements.

D. The District shall pay, when due, all rebates and penalties with respect to such Financing Agreement which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for such Financing Agreement shall constitute contracts with the owners of the Financing Agreement, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the District to protect the tax-exempt status of such Financing Agreement.

**Section 6. Appointment of Underwriter/Placement Agent.**

The District appoints Piper Sandler & Co. as underwriter/placement agent for the issuance of the Financing Agreement and the Series 2022 Obligations.

**Section 7. Appointment of Special Counsel.**

The District appoints Mersereau Shannon LLP as special counsel to the District for the issuance of the Financing Agreement and the Series 2022 Obligations.

**Section 8. Appointment of Paying Agent and Registrar.**

The Authorized Representative is authorized to designate a Paying Agent and Registrar for the Series 2022 Obligations and to negotiate and execute on behalf of the District the Paying Agent and Registrar Agreement. In addition, the District requests and authorizes the Paying Agent and Registrar to execute the Series 2022 Obligations.

**Section 9. Continuing Disclosure.**

The District covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement which may be negotiated with the underwriter, if applicable. Notwithstanding any other provision of this Resolution, failure by the District to comply with the Continuing Disclosure Agreement will not constitute an event of default under the Financing Agreement or the Escrow Agreement; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

**Section 10. Preliminary and Final Official Statement.**

The District may prepare or cause to be prepared a preliminary official statement for the Series 2022 Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement may be prepared and shall be ready for delivery to the purchasers of the Series 2022 Obligations no later than the seventh (7th) business day after the sale of the Series 2022 Obligations. When the District determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the District.

### **Section 11. Closing of the Financing Agreement.**

The Authorized Representative is authorized to negotiate the terms and conditions of a commitment letter in the case of a Private Placement or a purchase agreement in the case of a public offering. The Authorized Representative is authorized to execute the commitment letter and purchase agreement for and on behalf of the District and to execute such additional documents, and to perform any and all other things or acts necessary for the sale and delivery of the Financing Agreement and Series 2022 Obligations as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Board of Directors of the District.

### **Section 12. Resolution to Constitute Contract.**

In consideration of the purchase and acceptance of any or all of the Financing Agreement or Series 2022 Obligations by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Financing Agreement or Series 2022 Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Financing Agreement and Series 2022 Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

### **Section 13. Post Issuance Compliance Procedures.**

The Authorized Representative is authorized to establish procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the District.

### **Section 14. Intent to Reimburse.**

The District hereby declares its official intent to reimburse itself with the proceeds of the Financing Agreement for any of the Expenditures incurred by it prior to the issuance of the Financing Agreement.

**Section 15. Immediate Effect.**

This Resolution shall take effect on the date of its adoption.

ADOPTED by the Board of Directors of Nestucca Valley School District No. 101 District, Tillamook and Yamhill Counties, Oregon, this 9th day of March 2022.

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Chair

ATTEST:

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Superintendent





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# Nestucca Valley School District No. 101

Tillamook and Yamhill  
Counties, Oregon

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Term Sheet for Full Faith and  
Credit Financing Agreement,  
Series 2022

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Term Sheet Circulated: February 25, 2022

Bids Due: 3:00 p.m. PT on March 15, 2022

Closing: April 7, 2022

The attached document is being sent to you as a prospective purchaser in connection with a private placement identified by Piper Sandler & Co. Piper Sandler & Co. has not independently verified the information contained herein or otherwise made any further investigation of the bonds, the credit of the borrower and any obligor, the collateral and the bond terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. See last page for additional disclaimers. Purchasers will be expected to complete their own due diligence if selected.

**PIPER | SANDLER**

**Nestucca Valley School District No. 101**  
Tillamook and Yamhill Counties, Oregon  
Full Faith and Credit Financing Agreement, Series 2022  
PROPOSED TERM SHEET

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Issuer	Nestucca Valley School District No. 101 (the "District")
Issuer Description	The District is a school district located in Tillamook and Yamhill Counties, Oregon. The District was formed in 1996 as a result of the consolidation of three elementary school districts and one union high school district. The current District has an estimated population of 4,360 and serves students in kindergarten through twelfth grade. The District is located in unincorporated South Tillamook County and Yamhill County and includes the communities of Beaver, Blaine, Cloverdale, Hebo, Hemlock, Neskowin, Oretown, Pacific City, Sand Lake, Tierra del Mar and Woods within its boundaries.
Issue	Full Faith and Credit Financing Agreement (the "Issue")
Amount	\$4,000,000 (preliminary and subject to change)
Closing Date	April 7, 2022 (estimated)
Purpose	Construction of a new Career Technical (CTE) building and classrooms, purchase of CTE equipment, demolition of existing structure, and safety and security improvements at the high school track and field facility
Authority	Under and in accordance with State laws and provisions, specifically Oregon Revised Statutes ("ORS") Section 271.390 and applicable provisions of ORS Chapter 287A, the Issue is authorized pursuant to a Resolution scheduled to be adopted by the District Board on March 9, 2022.
Principal Payments	Annually on June 1 in years 2023 through and including 2032
Interest Payments	Semiannually on June 1 and December 1, beginning December 1, 2022
Interest Rate Basis	30/360 days
Structure	See attached amortization schedule
Redemption	The District desires the most flexible prepayment options possible, but will consider bids with no prepayment option if determined to be the most economically beneficial to the issuer.
Source of Security	<p>The Issue will be secured by and payable from all lawfully available funds of the District, including any property taxes levied by and for the District within the restrictions of Sections 11 and 11b, Article XI of the Oregon Constitution. Pursuant to ORS 287A.315 the District will pledge its full faith and credit to pay the Issue, and the obligation of the District to pay the Issue will not be subject to appropriation.</p> <p>The Issue will not be secured by a lien on any revenues or other property of the District. The Issue will not constitute a debt or indebtedness of Tillamook and</p>

Yamhill Counties, the State of Oregon, or any political subdivision thereof other than the District.

Tax Status

Interest payments on the Issue will be exempt from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and exempt from State of Oregon personal income taxation. Interest payments will not be treated as a preference item in calculating the federal alternative minimum tax under the Code.

Bank Qualification

The Issue **will** be designated by the District as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Rating

The District does **NOT** intend to apply for a rating on the Issue.

The District’s general obligation bonds are currently rated “A-” by S&P Global Ratings, but the District does **NOT** intend to apply for a rating on this Issue.

District Comments on COVID-19

The COVID-19 pandemic has had some negative effects on both the national and local economy. Within the State, COVID-19 vaccine is now available to all people age five and up and Oregon Governor Kate Brown has issued vaccine mandates for certain groups including executive branch workers, healthcare providers, healthcare staff, teachers and school staff. The State of Oregon adopted administrative rules regarding mask requirements, however, on February 24, 2022 state health officials announced that Oregon will remove general mask requirements for indoor public places, including schools on March 19. Current information on State requirements and case levels can be found on the Oregon Health Authority’s COVID-19 Updates webpage: <https://govstatus.egov.com/OR-OHA-COVID-19>.

The COVID-19 pandemic is ongoing, and the severity of the crisis is uncertain, as is its long-term effect on economic activity. Restrictions may be re-imposed at the Governor’s discretion and the State’s guidance is expected to continue to evolve. There can be no assurances that COVID-19 will not materially affect the District or have a material adverse impact upon the District’s revenues, and therefore adversely affect their financial condition. The District cannot predict the effects of such events. Further, there may be other developments related to the COVID-19 pandemic.

The District has operated continuously throughout the COVID-19 pandemic by following guidance for personal safety from the Oregon Health Authority (OHA), Oregon Safety and Health Administration (OSHA) and the Center for Disease Control (CDC). While enrollment was negatively impacted in Fiscal Years 2020 and 2021, State school funds have remained steady and the District also received additional Federal funds. As a result, the District has not experienced a material negative financial impact from the COVID-19 pandemic. The District has transitioned back to in-person learning from comprehensive distance learning, but maintains an online option for those families who desire to use it.

Fiscal Year	Revenues	Expenditures	Other Sources/ (Uses) <sup>(2)</sup>	Ending Fund Balance	Ending Fund Bal. as % of Rev.
2021	\$ 8,260,075	\$ 6,815,295	\$ (629,000)	\$ 3,927,955	47.55%
2020	8,352,782	6,595,590	(59,563)	3,112,175	37.26%
2019	8,146,972	6,489,712	(600,992)	1,414,546	17.36%
2018	6,620,516	6,486,600	(61,840)	358,278	5.41%
2017	6,297,145	6,382,785	(40,000)	286,202	4.54%

(1) Audited financial statements available: <https://secure.sos.state.or.us/muni/public.do>.

(2) Each year, the General Fund makes a variety of transfers to other funds, primarily the Special Revenue Fund which accounts for revenue and expenditures of grants restricted for specific educational projects as well as internal funds segregated by the Board for the food service program, student activities, and other activities.

Fiscal Year 2022 Budget

<https://www.nestucca.k12.or.us/do/Board/AdoptedBudget.pdf>

ADMw & Enrollment History

Fiscal Year	Average Daily Membership(w) <sup>(1)</sup>	Annual Growth in ADMw	Enrollment <sup>(2)</sup>	Teaching Staff	Student to Teacher Ratio
2022	708.2	11.4%	469	29	16
2021	635.8	-6.1%	455	28	16
2020	676.8	-1.1%	490	29	17
2019	684.7	2.2%	484	29	17
2018	669.8	-1.6%	472	25	19
2017	680.5	-0.8%	462	29	16
2016	686.1	---	468	29	16

(1) Weighted Average Daily Membership is the enrollment figure, adjusted for part-time students and students with special needs, that is used to allocate revenues appropriated by the State to school districts.

(2) Enrollment is the number of students attending classes.

Historical Property Values for the District

Fiscal Year	M5 Real Market Value	% RMV Growth	Total Assessed Value	% Total AV Growth
2022	\$ 2,017,508,008	12.0%	\$ 1,404,035,411	4.0%
2021	1,801,902,993	6.1%	1,349,831,512	3.8%
2020	1,698,038,639	7.2%	1,300,464,370	4.5%
2019	1,584,619,533	7.4%	1,244,866,272	4.7%
2018	1,475,900,612	4.6%	1,188,920,506	3.4%
2017	1,411,024,911	---	1,149,867,434	---

Tillamook County Tax  
Collections<sup>(1)</sup>

Fiscal Year	Percent Collected as of	
	Levy Year <sup>(2)</sup>	6/30/2021 <sup>(3)</sup>
2021	98.05%	98.05%
2020	97.58%	99.01%
2019	97.31%	99.56%
2018	97.48%	99.79%
2017	97.24%	99.91%
2016	97.11%	99.93%

- (1) Percentage of total tax levy collection in Tillamook County. Pre-payment discounts are considered to be collected when outstanding taxes are calculated.
- (2) The percentage of taxes collected in the “year of levy” represents taxes collected in a single levy year, beginning July 1 and ending June 30.
- (3) The percentage of taxes show in the column represents taxes collected cumulatively from July 1 of a given levy year through June 20, 2021.

FY 2022 Major Taxpayers

**The District**

Taxpayer	Business/Service	Tax <sup>(1)</sup>	Assessed Value <sup>(2)</sup>	% of Total AV
Kiwanda Properties LLC	Real Estate	\$ 249,250	\$ 20,245,520	1.44%
Tillamook PUD	Electrical Utility	167,925	15,125,580	1.08%
Stimson Lumber Company	Wood Products	127,575	10,717,548	0.76%
Lumen Technologies Inc.	Telecommunications	126,434	11,084,000	0.79%
L&C Tree Farms LLC	Managed Timberlands	83,904	7,033,156	0.50%
Sahhali South LLC	Housing Development	76,325	6,495,740	0.46%
Weyerhaeuser Company	Managed Timberlands	58,874	4,814,090	0.34%
Thousand Trails, Inc.	Campground Resorts	42,902	3,794,190	0.27%
Elemar LLC	Natural Stone Supplier	39,436	3,185,800	0.23%
M Ramsey Family Limited Partnership	Family Limited Partnership	36,591	3,242,340	0.23%
Subtotal - District's ten largest taxpayers			85,737,964	6.11%
All other District taxpayers			1,318,297,447	93.89%
Total District			\$ 1,404,035,411	100.00%

**Tillamook County**

Taxpayer	Business/Service	Tax <sup>(1)</sup>	Assessed Value <sup>(2)</sup>	% of Total AV
Tillamook PUD	Electrical Utility	\$ 1,003,941	\$ 91,500,140	1.60%
Tillamook County Creamery Association	Dairy Products	983,806	107,642,973	1.88%
Stimson Lumber Company	Wood Products	787,028	70,500,319	1.23%
Lumen Technologies Inc.	Telecommunications	389,936	36,275,000	0.63%
Charter Communications	Telecommunications	251,193	22,143,000	0.39%
Store Capital Acquisitions LLC	Commerical Property	224,336	19,652,860	0.34%
Fred Meyer Stores Inc.	Grocery	219,873	18,504,760	0.32%
Hampton Lumber Mills Co	Wood Products	219,326	18,461,690	0.32%
Pelican Brewing Company	Brewery	190,460	15,873,560	0.28%
Kiwanda Lodge LLC	Lodging	142,087	11,553,080	0.20%
Subtotal - ten of County's largest taxpayers			412,107,382	7.20%
All other County's taxpayers			5,311,033,714	92.80%
Total County			\$ 5,723,141,096	100.00%

Note: 99.9% of the District's assessed value is located within Tillamook County.

(1) Tax amount is the total tax paid by the taxpayer within the boundaries of the District. This amount is distributed to individual local governments by the County. A breakdown of amounts paid to each individual local government is not available.

(2) Assessed value does not exclude offsets such as urban renewal and farm tax credits.

**Documentation**

Special Counsel to the District has prepared a form of Financing Agreement attached hereto. Indicate your willingness to use the Financing Agreement and other legal documents prepared by the District's Special Counsel. If there are particular documents you need or wish to use, please provide samples of those documents.

**Reporting Requirements**

The District shall make available on the District's website or the Electronic Municipal Market Access website:

- Audited financials (within 270 days of the fiscal year end); and
- Adopted budget (within 60 days of adoption or amendment).

Acknowledgements	The Financing Agreement will specify that the Purchaser acknowledges that: (a) no official statement is being prepared; (b) it has undertaken an independent review of the credit and been provided with all information necessary; (c) it intends to hold the Issue until maturity and does not intend to resell; and (d) it will sign and deliver an Investor letter and require any subsequent holder to also deliver an Investor letter.
No Acceleration	The Financing Agreement will not be subject to acceleration.
Undesirable Covenants	The District will look unfavorably at provisions that may increase the amount it is required to pay above and beyond the agreed upon amortization schedule, other than in the event of a payment default, or that would otherwise adversely affect the District. <b>Those provisions must be identified in your response.</b> Examples of provisions that may increase the amount the District is required to pay or otherwise adversely affect the District include yield maintenance provisions, and provisions that provide for the governing law or venue to be outside Oregon. If substantive changes are requested subsequent to the District's selection of a lender, the District reserves the option to select an alternative lender.
Placement Agent	Piper Sandler & Co., Minneapolis, MN and Portland, OR
Special Counsel	Mersereau Shannon LLP, Portland, OR
<b>Deadline to Submit Bid</b>	<b>3:00 p.m. PT on March 15, 2022</b>
Bank Selection	Expected by the end of business on March 16, 2022; District reserves the right to reject any and all bids, waive any irregularities and select the bid most favorable to the District.
Closing Wires	The District desires purchaser to wire certain costs of issuance from proceeds at closing, including the fees for special counsel, placement agent and other. Please specify in your response any restrictions your bank has on the number of closing wires.
Closing Documents	In consideration of the COVID-19 situation, the District requests closing be facilitated using electronically transmitted closing documents.

## **Bid Requirements**

1. **Interest Rates.** Bidders should provide an interest rate scale or fixed rate that matches the provided amortization schedule as appropriate to the option. **Please note that unless the closing date is changed, the District expects that the winning bidder will hold the interest rate quoted.** Please also provide an indication of the formulation the bidder would use to determine the interest rate should the closing date be modified. Note also that the District reserves the right to modify the amortization schedule in order to maintain a level debt structure.
2. **Fees.** Indicate the maximum amount of fees and charges that the bidder would impose, including origination fees, bank legal fees and etc. Please also indicate which legal counsel the Bank intends to use, if any. Evaluation of the bids will utilize the maximums provided here.
3. **Covenants.** Indicate any covenants you would require in the documents. See “Undesirable Covenants” above.
4. **Legal Documents.** Indicate your willingness to use the attached Financing Agreement and/or other legal documents prepared by the District's Special Counsel. If there are particular documents you need or wish to use, please provide sample(s) of those documents.



**Nestucca Valley School District No. 101**  
Tillamook and Yamhill Counties, Oregon  
Full Faith and Credit Financing Agreement, Series 2022  
PROPOSED TERM SHEET

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**Preliminary Amortization Schedule <sup>(1)</sup>:**

<b>Maturity (June 1)</b>	<b>Amount</b>
2023	\$ 344,000
2024	367,000
2025	376,000
2026	386,000
2027	396,000
2028	405,000
2029	416,000
2030	426,000
2031	437,000
2032	447,000
	\$ 4,000,000

(1) Preliminary; subject to change. Estimated Average Life of 5.87 years.

The amortization schedule may change based on the final interest rate obtained in order to achieve an aggregate level debt service structure.

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The attached document is being sent to you as a prospective purchaser or lender in connection with a private placement or loan opportunity identified by Piper Sandler & Co. or its affiliate. Piper Sandler & Co. and its affiliates have not independently verified the information contained herein or otherwise made any further investigation of the loan, the credit of the borrower and any obligor, the collateral and the loan terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. All references to financial information of the borrower, any obligor or the collateral shall not be considered as applicable for any period after the date they are referenced, unless expressly stated otherwise.

In addition to the attached document, you as prospective purchaser will be provided with or granted access to all of the available financial and other information requested and deemed by you to be necessary to enable you to make an independent and informed judgment with respect to the collateral, the borrower and any obligor and their credit and the desirability of purchasing an interest in the prospective financing. You as prospective purchaser agree to make a complete examination of all loan documents and approve of the form and content of the same prior to your funding and you agree that Piper Sandler & Co. and its affiliates shall have no responsibility to perform and have not independently performed an examination of or approved the loan documents or any specific loan terms and shall not have any duty to inspect the collateral or the books and records of borrower or any obligor.

By accepting this package and considering becoming a prospective purchaser, you hereby represent that you have the sophistication and knowledge required to evaluate the loan, the credit of the borrower and any obligor, the collateral and the loan terms and that you will make your own independent credit analysis and decision to purchase your interest in the loan based upon your own independent examination and evaluation of the loan transaction and the information you have deemed appropriate, without reliance on Piper Sandler & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

You acknowledge and understand that Piper Sandler is required to obtain a CUSIP for the instrument described herein and apply for DTC eligibility unless you are a: (i) bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities; (ii) a municipal entity purchasing municipal securities using funds that are at least in part proceeds of the Purchaser's issuance of other municipal obligations, or municipal securities being purchased are used to fully or partially secure or pay the Purchaser's issue of municipal obligations; and (iii) you make the following representation a part of an investor letter to be executed in substantially the form attached to this term sheet: "the Purchaser is purchasing the Financing Agreement solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser's property will remain at all times within its control).

This document may contain statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements may be identifiable by the words such as "may," "will," "should," "plans," "expects," "anticipates," "estimates," "believes," "budget," or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties, and other factors which may cause actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. We therefore caution against placing substantial reliance on such forward-looking statements. All forward-looking statements included within any document are made only as of the date such document is labeled current. The District does not expect or intend to issue any updates or revisions to those forward-looking statements.

Piper Sandler & Co., its affiliates, directors, officers, employees, attorneys or agents make no representations or warranties, express or implied as to the business wisdom or propriety of purchasing an interest in the loan, compliance with any lending or regulatory requirements, the credit worthiness of the borrowers or any obligor and the value and security of the collateral or with respect to the solvency, condition (financial or other) or future condition (financial or other) of borrower, any obligor, or the collateral securing any loan or for the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of the collateral or any loan document relative thereto. Piper Sandler & Co. and its affiliates shall not be responsible for the performance or observance of any of the terms, covenants or conditions of the loan documents.

## FORM OF FINANCING AGREEMENT

## FULL FAITH AND CREDIT FINANCING AGREEMENT

[Purchaser] (the “Purchaser”) and the Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the “District”) enter into this Financing Agreement upon the terms and conditions described below.

### Section 1. Definitions

For purposes of this Full Faith and Credit Financing Agreement, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

“Agreement” means this Full Faith and Credit Financing Agreement.

“Authorized Representative” means the Superintendent of the District or their designee.

“Business Day” means any day of the week other than a Saturday, Sunday, or a day on which the Purchaser is not open for normal business transactions.

“Closing Date” means \_\_\_\_\_, 2\_\_.

“Code” means the Internal Revenue Code of 1986, as amended.

“District” means the Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon.

“Event of Default” means the declaration by the Purchaser of an event of default as a result of a determination by the Purchaser that there has been: (i) a failure to pay principal or interest on the Note when due, or fees or other amounts when due, as provided in the Note and this Agreement; (ii) a failure by the District to comply with any of its obligations, or to perform any of its duties, under this Agreement, the Resolution or the Note, which failure continues, and is not cured, for a period of more than 30 days after the Purchaser has made written demand on the District to cure such failure; or (iii) a material misrepresentation by the District in this Agreement or the Note; or (iv) failure by the District to maintain the tax exempt status of the Note.

“Purchaser” means [Purchaser] or its successors.

“Maturity Date” means \_\_\_\_\_, 20\_\_.

“Note” means the Nestucca Valley School District No. 101, Oregon Full Faith and Credit Financing Agreement Note, Series 2022, evidencing the amount owed under this Agreement.

“Note Counsel” means Mersereau Shannon LLP or another attorney-at-law or firm of attorneys (other than an employee of the District, but including any law firm serving as counsel to the District) nationally recognized as experienced in matters relating to the issuance of indebtedness by states and their political subdivisions.

“Project” means financing capital improvements to District facilities including: construction of a new Career Technical (CTE) building and classrooms, purchase of CTE equipment, demolition of existing structure, and safety and security improvements at the high school track and field facility.

“Resolution” means the District’s Resolution No. \_\_\_\_ adopted March 9, 2022, authorizing the issuance of the Agreement and the Note.

All other capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Resolution.

## Section 2. Recitals

The Purchaser has expressed interest in purchasing the Note. The District has adopted the Resolution, which is acceptable to the Purchaser. The Resolution authorizes execution and delivery of this Agreement and the Note.

## Section 3. Agreement

3.1 The Purchaser hereby agrees to make a loan to the District on the Closing Date in a single advance in the principal amount of \$\_\_\_\_\_ as evidenced by the Note, subject to the terms and conditions contained in this Agreement.

3.2 The Note shall bear interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum, calculated on a \_\_\_\_\_ basis. The District will repay the principal of and interest on the Note on the dates and in the amounts set forth on Schedule 1 attached hereto.

3.3 Any payments by the District to the Purchaser, including any prepayment, shall be applied first to pay accrued interest, and second to pay principal of the Note. All principal of the Note, plus accrued interest, shall be paid no later than the Maturity Date.

## Section 4. Prepayment

[The Note may be prepaid, in whole or in part, at the election of the District at any time at a prepayment price equal to the principal amount being prepaid on the prepayment date plus all accrued and unpaid interest through the prepayment date.]

## Section 5. Security for Agreement

The payments under this Agreement and the Note shall be payable from the general, non-restricted revenues of the District and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make payments shall be a full faith and credit obligation of the District, and is not subject to annual appropriation. This Agreement and the Note are not secured by any lien or security interest on any property, real or personal.

## Section 6. Closing

The Purchaser shall purchase the Note upon execution of this Agreement and the Note, and upon satisfaction of the conditions specified in Section 14 below.

## Section 7. Deposit and Use of Note Proceeds

The proceeds of the Note shall be deposited and shall be expended to pay Project costs in accordance with the Resolution.

## Section 8. Tax Covenants

The District hereby covenants for the benefit of the owners of the Note to comply with all provisions of the Code which are required for the interest on the Note to be excluded from gross income for federal income taxation purposes, and has designated the Note as a "qualified tax-exempt obligation" pursuant to paragraph (3) Section 265(b) of the Code.

## Section 9. Default

If an Event of Default occurs, the Purchaser may exercise any remedy available at law or in equity except that the Note shall not be subject to acceleration. No remedy shall be exclusive. The Purchaser may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default. If the Purchaser incurs any expenses in connection with enforcing this Agreement or the Note, or if the Purchaser takes collection action under this Agreement or the Note, the District shall pay to the Purchaser, on demand, the Purchaser's reasonable costs and reasonable attorneys' fees. In connection with any suit or proceeding to enforce or interpret the provisions of this Agreement or the Note, the nonprevailing party shall pay to the prevailing party, on demand, the prevailing party's reasonable costs and reasonable attorneys' fees, whether at trial, on appeal, in any insolvency proceeding or otherwise, including any allocated costs of in-house counsel.

## Section 10. Fees, Costs and Expenses

The District shall pay the fees and expenses of Note Counsel and any other expenses and costs which the District incurs in connection with this Agreement.

## Section 11. Representations, Warranties and Agreements of the District

By executing this Agreement in the space provided below, the District represents and warrants to, and agrees with the Purchaser that, as of the date of execution of this Agreement and the Note:

- 11.1. The District is duly created and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Agreement and perform its duties under the Resolution and this Agreement, and that the Resolution, this Agreement and the Note will constitute legal, valid and binding obligations of the District which are enforceable in accordance with their terms.
- 11.2. The acceptance of this Agreement, the adoption of the Resolution and the execution and delivery of the Note will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the District is a party or by which it is bound.
- 11.3. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the District, threatened against the District to restrain or enjoin the acceptance of this Agreement, the adoption of the Resolution or the execution and delivery of the Note, or the collection and application of the funds as contemplated by the Resolution and this Agreement, which, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under this Agreement and the Note.
- 11.4. To the extent permitted by law, the District agrees to indemnify and hold harmless the Purchaser and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the District to the Purchaser, its agents or employees, which relates to this Agreement or the Note, and which is untrue or incorrect in any material respect.
- 11.5. The Agreement and Note in the aggregate principal amount of \$\_\_\_\_\_ are hereby designated for purposes of paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended, (the "Code") as a "qualified tax-exempt obligation" and the Agreement and Note do not constitute a private activity bond as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a)

of the Code from gross income for federal income tax purposes have been or expect to be issued by the District, including all subordinate entities of the District, if any, during the calendar year 2022.

Section 12. Representations, Warranties and Agreements of the Purchaser

By executing this Agreement in the space provided below, the Purchaser represents and warrants to, and agrees with the District that:

- 12.1 no official statement is being prepared in connection with the Agreement or the Note;
- 12.2 it has undertaken an independent review of the credit and has been provided with all information it has deemed necessary to make an independent decision to purchase the Note pursuant to this Agreement;
- 12.3 it presently intends to hold the Note until maturity and does not presently intend to resell the Note; and
- 12.4 it will sign and deliver a purchaser letter and require any subsequent holder to also deliver a purchaser letter substantially in the form attached hereto as Exhibit B.

Section 13. Financial Statements; Budget; Notice of Adverse Developments; Budgets

- 13.1. The District shall notify the Purchaser promptly of any development which is likely to have a material, adverse effect on the financial condition of the District while any amounts remain outstanding under the Note.
- 13.2. The District shall provide the Purchaser with its audited financial statements within 270 days after the end of each of its fiscal years, and such other information as the Purchaser may reasonably request, while any amounts remain outstanding under the Note.

Section 14. Conditions to the Obligations of the Purchaser

The Purchaser may refuse to advance funds under this Agreement and the Note unless, on or prior to the date of Closing, the Purchaser shall have received:

- 14.1 a copy of the duly authorized Resolution, and a signed original copy of this Agreement and the Note;
- 14.2 an opinion of Note Counsel to the effect that:
  - 14.2.1 the Resolution, this Agreement, and the Note are valid and legally binding obligations of the District, enforceable against the District in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as a the District,

- 14.2.2 the interest payable on the Note is excludable from gross income under the Code; the interest payable on the Note is exempt from personal income taxes imposed by the State of Oregon; and
- 14.2.3 the Note has been designated by the District as a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Code; and
- 14.3 the certificate of a duly authorized officer of the District to the effect that:
  - 14.3.1 there is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the District, threatened against the District to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement and the Note, or the collection and application of funds as contemplated by this Agreement or the Note, which, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under the Note, and
  - 14.3.2 the adoption of the Resolution and the execution and delivery of this Agreement and the Note does not and will not conflict in any material respect with or constitute on the part of the District a breach of or default under any law, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the District is a party or by which it is bound.
- 14.4 the Tax Certificate of the District with representation as to tax-exemption of interest payments; and
- 14.5 such additional certificates, proceedings, instruments or other documents as the Purchaser, its counsel or Note Counsel may reasonably request to evidence compliance by the District with the legal requirements for execution and delivery of this Agreement and the Note and the due performance or satisfaction by the District of all agreements then to be performed and all conditions then to be satisfied by the District, including but not limited to, an IRS Form 8038-G and W-9 of the District.

Section 15. Notices

Any notices required to be given pursuant to this Agreement shall be given to the following addresses:

District: Nestucca Valley School District No. 101  
 36925 Hwy. 101  
 Cloverdale, OR 97112  
 Attention: Superintendent

Purchaser: [Purchaser]  
 [Address]  
 Attention: \_\_\_\_\_

Section 16. Assignment; Survival; Agreement Constitutes Contract

- 16.1 This Agreement shall be binding upon and shall inure to the benefit of the District and the Purchaser and their respective successors and assigns. The District agrees that it may not assign this Agreement without the Purchaser's prior written consent.



- 16.2 The Purchaser may not assign its rights and obligations under this Financing Agreement and the Note unless the transferee delivers a purchaser letter in substantially the form of the purchaser letter delivered by the Purchaser on the Closing Date. The Purchaser shall have the right at any time to assign, transfer or convey this Agreement and the Note or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the District unless and until the Purchaser has delivered to the District written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Purchaser or (ii) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”); (iii) an “Accredited Investor” as defined in Regulation D under the Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.
- 16.3 The District shall keep, or cause to be kept, a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code. For this purpose, the District shall act as its registration agent. The District agrees, if so requested, to acknowledge each such assignment in writing within fifteen (15) calendar days after request therefor, but such acknowledgment shall in no way be deemed necessary to make any assignment effective.
- 16.4 This Agreement and the Note shall constitute a contract between the District and the Purchaser. The Purchaser’s extension of credit hereunder is expressly made in reliance on such contract.

#### Section 17. Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon.

#### Section 18. Severability and Waivers

If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Purchaser retains all rights, even if it makes a loan after default. If the Purchaser waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

#### Section 19. Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

#### Section 20. Waiver of Jury Trial

To the extent permitted by applicable law, each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise between the parties arising out of, connected with, related to, or incidental to the relationship between any of them in connection with this Agreement or the transactions contemplated hereby. Instead, any such dispute resolved in court will be resolved in a bench trial without a jury.

#### Section 21. Role of Purchaser

The Purchaser is acting solely for its own account and not as a fiduciary for the District or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor. The Purchaser has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the District with respect to this Agreement. The District has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this

Agreement from its financial, legal and other advisors (and not the Purchaser) to the extent that the District desired to obtain such advice.

Section 22. Written Agreements

Under Oregon law, most agreements, promises and commitments made by the Purchaser concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the Purchaser to be enforceable.

*[Signatures appear on the following page.]*

DATED as of this \_\_\_ day of \_\_\_\_\_ 2022.

[PURCHASER]

By: \_\_\_\_\_  
[Name]  
[Title]

NESTUCCA VALLEY SCHOOL DISTRICT NO. 101  
TILLAMOOK AND YAMHILL COUNTIES, OREGON

By: \_\_\_\_\_  
Misty Wharton  
Superintendent

Schedule 1  
Debt Service

Exhibit A

UNITED STATES OF AMERICA  
STATE OF OREGON  
NESTUCCA VALLEY SCHOOL DISTRICT NO. 101  
TILLAMOOK AND YAMHILL COUNTIES, OREGON  
FULL FAITH AND CREDIT FINANCING AGREEMENT NOTE, SERIES 2022

NUMBER: R-1

\*\*\*\$ \_\_\_\_\_ \*\*\*

DATED  
\_\_\_\_\_, 2022

RATE OF INTEREST  
\_\_\_\_\_ %

MATURITY DATE  
\_\_\_\_\_

Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the "District"), for value received, acknowledges itself indebted and hereby promises to pay to the order of \_\_\_\_\_ (the "Purchaser"), the principal amount of \_\_\_\_\_ DOLLARS AND NO CENTS (\$ \_\_\_\_\_). The outstanding principal balance of this Note shall bear interest at the rate of \_\_\_\_\_ percent (\_\_\_\_ %) per annum, calculated on a \_\_\_\_\_ day year. The District will repay this Note as set forth on Schedule 1 attached hereto.

Capitalized terms used in this Note have the meanings defined for such terms in the Full Faith and Credit Financing Agreement between the District and the Purchaser dated as of \_\_\_\_\_, 2022 (the "Agreement").

Pursuant to Resolution No. \_\_\_\_ of the District adopted March 9, 2022 (the "Resolution") the payments under the Agreement and this Note are payable from the general, non-restricted revenues of the District and other funds that may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make payments under the Agreement and this Note is a full faith and credit obligation of the District, not subject to annual appropriation. The Agreement and this Note are not secured by any lien or security interest on any property, real or personal.

This Note has been executed pursuant to the Agreement. The provisions of the Agreement and the Resolution are incorporated herein by reference.

The interest payable on this Note is excludable from gross income under the Code. This Note is not a "private activity bond" within the meaning of Section 141 of the Code.

If an Event of Default occurs the Purchaser may exercise any remedy available at law or in equity as provided in the Agreement. This Note is not subject to acceleration.

If legal action is taken by the holder of this Note to enforce the provisions of this Note, the Resolution, or the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including fees and costs at trial, on appeal or otherwise.

This Note is executed by the District for the purpose of financing the Project, as defined in the Resolution, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

This Note is subject to prepayment by the District as described in the Agreement.

This Note may be assigned or transferred by the Purchaser as described in the Agreement.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of such District, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the District has caused this Note to be signed on its behalf by its Finance Director, as of this \_\_\_ day of \_\_\_\_\_ 2022.

NESTUCCA VALLEY SCHOOL DISTRICT NO. 101  
TILLAMOOK AND YAMHILL COUNTIES, OREGON

By: \_\_\_\_\_  
Misty Wharton  
Superintendent

**Schedule 1**  
**Debt Service**

## Exhibit B

### Purchaser Letter

Nestucca Valley School District No. 101  
36925 Hwy. 101  
Cloverdale, OR 97112

Re: Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon --  
\$ \_\_\_\_\_ Full Faith and Credit Financing Agreement, evidenced by a Note, Series 2022 (the “Loan  
Obligation”)

In connection with the purchase by the undersigned (the “Purchaser”) of the captioned Note (the “Note”) issued pursuant to the terms of, and as defined in, the Full Faith and Credit Financing Agreement dated as of \_\_\_\_\_, 2022 (the “Financing Agreement”) between Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the “District”) and \_\_\_\_\_, the Purchaser hereby certifies as follows (undefined capitalized terms shall have the meaning set forth in the Financing Agreement):

The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits represented by the purchase of the Note.
2. The Purchaser has authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Note.
3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
4. The Purchaser is a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933 (the “1933 Act”).
5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Purchaser has made its own inquiry and analysis with respect to the District, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.
6. The Purchaser acknowledges that it has either been supplied with or been given access to information which it has requested of the District as a result of the Purchaser having attached significance thereto, including financial statements and other financial information, regarding the District and has had the opportunity to ask questions and receive answers to its satisfaction from knowledgeable individuals concerning the District, the Note and the security therefor, so that it has been able to make its decision to purchase the Note.



7. The Purchaser understands that the Note (i) is not registered under the 1933 Act and are not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Note is being acquired by the Purchaser for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Note in whole, with appropriate notice to the District, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

- (a) that is an affiliate of the Purchaser;
- (b) a “Bank” as defined in Section 3(a)(2) of the 1933 Act as amended
- (c) that is a qualified institutional buyer under Rule 144A of the 1933 Act; or
- (d) that is a bank or an affiliate of a bank that is an “accredited investor” as defined in Regulation D promulgated under the 1933 Act.

9. The Purchaser has entered into this financing with no present intention to transfer or resell and it intends to book and hold the Note as a loan in its loan portfolio. To the extent the word “Note” may have been used in any way to reference the debt instrument, the Purchaser acknowledges that the word “Note” is for convenience only and not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933.

DATED this \_\_\_ day of \_\_\_\_\_ 2022.

[PURCHASER]

By: \_\_\_\_\_  
[Name]  
[Title]

**FORM OF RESOLUTION AUTHORIZING THE BORROWING**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF FULL FAITH AND CREDIT OBLIGATIONS TO FINANCE REAL AND PERSONAL PROPERTY OF THE DISTRICT IN AN AMOUNT NOT TO EXCEED \$4,000,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE, UNDERWRITER/PLACEMENT AGENT AND SPECIAL COUNSEL; AND RELATED MATTERS.**

WHEREAS, Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the "District"), is authorized by Oregon Revised Statutes ("ORS") Sections 271.390 and 287A.315 to (i) enter into financing agreements to finance real and personal property that the District determines is needed, (ii) pledge its full faith and credit, and (iii) pay the costs of issuance of such financing agreements; and

WHEREAS, the District determines that capital improvements to District facilities are needed including: construction of a new Career Technical (CTE) building and classrooms, purchase of CTE equipment, demolition of existing structure, and safety and security improvements at the high school track and field facility (collectively, the "Project"); and

WHEREAS, the District desires to enter into one or more financing agreements (collectively, the "Financing Agreement") to finance the Project and to enter into one or more escrow agreements (collectively, the "Escrow Agreement") which will authorize the escrow agent to issue one or more series of Full Faith and Credit Obligations, Series 2022 (collectively, the "Series 2022 Obligations") to finance the Project; and

WHEREAS, the estimated weighted average life of the Financing Agreement will not exceed the dollar weighted average life of the Project, as required by ORS 271.390; and

WHEREAS, the District anticipates incurring expenditures (the "Expenditures") to finance the cost of the Project and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its general funds on the Project from the proceeds of a borrowing, the interest on which is expected to be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NESTUCCA VALLEY SCHOOL DISTRICT NO. 101, TILLAMOOK AND YAMHILL COUNTIES, OREGON RESOLVES AS FOLLOWS:

## **Section 1. Authorization.**

The Board of Directors hereby authorizes:

A. Financing Agreement. The District authorizes the execution and delivery of one or more full faith and credit financing agreements (the "Financing Agreement") in a form satisfactory to the Authorized Representative (defined herein) in the aggregate amount not to exceed \$4,000,000 to finance the Project and costs of issuance. The Financing Agreement may consist of one or more financing agreements and may be issued as taxable and/or tax-exempt obligations at a true effective rate of interest not to exceed three and one half percent (3.5%) per annum and shall mature not later than eleven (11) years from the date of issuance.

B. Method of Sale. The Financing Agreement may be entered into directly with a lender (a "Private Placement") or obligations representing the principal amount payable under the Financing Agreement may be sold to an underwriter by negotiated or competitive sale (a "Public Offering"), as determined by the Authorized Representative.

C. Private Placement. If privately placed, the Financing Agreement may be evidenced by a note and may be entered into with a lender(s) as determined by the Authorized Representative.

D. Public Offering. If sold pursuant to a public offering, the District authorizes the issuance and sale of Full Faith and Credit Obligations, Series 2022 (the "Series 2022 Obligations") which shall be issued by the escrow agent, for and on behalf of the District, representing the principal amount payable under the Financing Agreement. The Series 2022 Obligations may be issued in one or more series, shall be issued at a true effective rate as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The District authorizes the execution and delivery of one or more escrow agreements between the District and the escrow agent (the "Escrow Agreement"), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Series 2022 Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the District's financing payments under the Financing Agreement.

## **Section 2. Designation of Authorized Representative.**

The District authorizes the Superintendent or their designee (the "Authorized Representative"), to act as the authorized representative on behalf of the District and determine the remaining terms of the Financing Agreement as delegated herein.

## **Section 3. Financing Payments.**

The obligation of the District to make the financing payments under the Financing Agreement shall be a full faith and credit obligation of the District, payable from the lawfully available, non-restricted funds of the District and other funds which may be

available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make Financing Payments is not subject to appropriation. The Owners of the Financing Agreement note and Series 2022 Obligations shall not have a lien or security interest on the property financed with the proceeds of the Financing Agreement.

**Section 4. Delegation of Final Terms of the Financing Agreement and Additional Documents.**

The Authorized Representative is authorized, on behalf of the District, to:

A. determine the method of sale, determine the provisions of the notice of sale if sold at a competitive sale, act upon bids received, negotiate the terms of, and execute and deliver a purchase agreement if sold at a negotiated sale, and negotiate the terms of, and execute and deliver documents if privately placed with a lender;

B. determine the principal amount and establish the maturity and interest payment dates, dated dates, principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, draw-down provisions, amortization schedules, covenants, fees, discounts and premium, denominations, whether to obtain insurance or some other form of guaranty or security for the payment of the Financing Agreement or Series 2022 Obligations, to obtain one or more ratings for the Series 2022 Obligations, if the Financing Agreement is issued as a tax-exempt or taxable obligation, and all other terms under which the Financing Agreement and Series 2022 Obligations shall be issued, sold, executed, and delivered;

C. negotiate the terms and approve of the Financing Agreement and the Escrow Agreement, if applicable, as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Financing Agreement and the Escrow Agreement;

D. deem final, approve of and authorize the distribution of the preliminary and final official statements to prospective purchasers of the Series 2022 Obligations;

E. determine whether the Series 2022 Obligations shall be book-entry certificates and to take such actions as are necessary to qualify the Series 2022 Obligations for the book-entry system of DTC, including the execution of a blanket issuer letter of representations;

F. apply for ratings for the Series 2022 Obligations and determine whether to purchase municipal bond insurance or other credit enhancement, negotiate and enter into agreements with providers of credit enhancers, and expend proceeds to pay credit enhancement fees;

G. approve, execute and deliver a Tax Certificate for the Financing Agreement issued on a tax-exempt basis;

H. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Series 2022 Obligations;

I. engage the services of any professionals whose services the Authorized Representative determines are necessary or desirable, including the appointment of an escrow agent for the Series 2022 Obligations;

J. designate the Financing Agreement and the Series 2022 Obligations as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), so long as the District and all subordinate entities do not reasonably expect to issue more than \$10,000,000 of tax-exempt obligations during the calendar year in which the Financing Agreement is issued;

K. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Financing Agreement and Series 2022 Obligations, and take any other actions that the Authorized Representative determines are necessary or desirable to finance the Project with the Financing Agreement in accordance with this Resolution; and

L. take any other actions which the Authorized Representative determines are necessary or desirable to finance the Projects in accordance with this Resolution.

#### **Section 5. Maintenance of Tax-Exempt Status.**

The District hereby covenants for the benefit of the Owners of the Financing Agreement issued on a tax-exempt basis to use the Financing Agreement proceeds and the Project financed with such proceeds in the manner required, and to otherwise comply with all provisions of the Code, which are required so that interest paid on such Financing Agreement will be excluded from gross income of the Owners of such Financing Agreement for federal income tax purposes. The District makes the following specific covenants with respect to the Code:

A. The District will not take any action or omit any action if it would cause such Financing Agreement to become an arbitrage bond under Section 148 of the Code.

B. The District shall operate the Project financed with tax-exempt Financing Agreement so that such Financing Agreement does not become a “private activity bond” within the meaning of Section 141 of the Code.

C. The District shall comply with appropriate Code reporting requirements.

D. The District shall pay, when due, all rebates and penalties with respect to such Financing Agreement which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for such Financing Agreement shall constitute contracts with the owners of the Financing Agreement, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the District to protect the tax-exempt status of such Financing Agreement.

**Section 6. Appointment of Underwriter/Placement Agent.**

The District appoints Piper Sandler & Co. as underwriter/placement agent for the issuance of the Financing Agreement and the Series 2022 Obligations.

**Section 7. Appointment of Special Counsel.**

The District appoints Mersereau Shannon LLP as special counsel to the District for the issuance of the Financing Agreement and the Series 2022 Obligations.

**Section 8. Appointment of Paying Agent and Registrar.**

The Authorized Representative is authorized to designate a Paying Agent and Registrar for the Series 2022 Obligations and to negotiate and execute on behalf of the District the Paying Agent and Registrar Agreement. In addition, the District requests and authorizes the Paying Agent and Registrar to execute the Series 2022 Obligations.

**Section 9. Continuing Disclosure.**

The District covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement which may be negotiated with the underwriter, if applicable. Notwithstanding any other provision of this Resolution, failure by the District to comply with the Continuing Disclosure Agreement will not constitute an event of default under the Financing Agreement or the Escrow Agreement; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

**Section 10. Preliminary and Final Official Statement.**

The District may prepare or cause to be prepared a preliminary official statement for the Series 2022 Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement may be prepared and shall be ready for delivery to the purchasers of the Series 2022 Obligations no later than the seventh (7th) business day after the sale of the Series 2022 Obligations. When the District determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the District.

**Section 11. Closing of the Financing Agreement.**

The Authorized Representative is authorized to negotiate the terms and conditions of a commitment letter in the case of a Private Placement or a purchase agreement in the case of a public offering. The Authorized Representative is authorized to execute the commitment letter and purchase agreement for and on behalf of the District and to execute such additional documents, and to perform any and all other things or acts necessary for the sale and delivery of the Financing Agreement and Series 2022 Obligations as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Board of Directors of the District.

**Section 12. Resolution to Constitute Contract.**

In consideration of the purchase and acceptance of any or all of the Financing Agreement or Series 2022 Obligations by those who shall own the same from time to time (the “Owners”), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Financing Agreement or Series 2022 Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Financing Agreement and Series 2022 Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

**Section 13. Post Issuance Compliance Procedures.**

The Authorized Representative is authorized to establish procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the District.

**Section 14. Intent to Reimburse.**

The District hereby declares its official intent to reimburse itself with the proceeds of the Financing Agreement for any of the Expenditures incurred by it prior to the issuance of the Financing Agreement.



**Section 15. Immediate Effect.**

This Resolution shall take effect on the date of its adoption.

ADOPTED by the Board of Directors of Nestucca Valley School District No. 101 District, Tillamook and Yamhill Counties, Oregon, this 9th day of March 2022.

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Chair

ATTEST:

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Superintendent

## FULL FAITH AND CREDIT FINANCING AGREEMENT

[Purchaser] (the "Purchaser") and the Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the "District") enter into this Financing Agreement upon the terms and conditions described below.

### Section 1. Definitions

For purposes of this Full Faith and Credit Financing Agreement, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

"Agreement" means this Full Faith and Credit Financing Agreement.

"Authorized Representative" means the Superintendent of the District or their designee.

"Business Day" means any day of the week other than a Saturday, Sunday, or a day on which the Purchaser is not open for normal business transactions.

"Closing Date" means \_\_\_\_\_, 2\_\_.

"Code" means the Internal Revenue Code of 1986, as amended.

"District" means the Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon.

"Event of Default" means the declaration by the Purchaser of an event of default as a result of a determination by the Purchaser that there has been: (i) a failure to pay principal or interest on the Note when due, or fees or other amounts when due, as provided in the Note and this Agreement; (ii) a failure by the District to comply with any of its obligations, or to perform any of its duties, under this Agreement, the Resolution or the Note, which failure continues, and is not cured, for a period of more than 30 days after the Purchaser has made written demand on the District to cure such failure; or (iii) a material misrepresentation by the District in this Agreement or the Note; or (iv) failure by the District to maintain the tax exempt status of the Note.

"Purchaser" means [Purchaser] or its successors.

"Maturity Date" means \_\_\_\_\_, 20\_\_.

"Note" means the Nestucca Valley School District No. 101, Oregon Full Faith and Credit Financing Agreement Note, Series 2022, evidencing the amount owed under this Agreement.

"Note Counsel" means Mersereau Shannon LLP or another attorney-at-law or firm of attorneys (other than an employee of the District, but including any law firm serving as counsel to the District) nationally recognized as experienced in matters relating to the issuance of indebtedness by states and their political subdivisions.

"Project" means financing capital improvements to District facilities including: construction of a new Career Technical (CTE) building and classrooms, purchase of CTE equipment, demolition of existing structure, and safety and security improvements at the high school track and field facility.

"Resolution" means the District's Resolution No. \_\_\_ adopted March 9, 2022, authorizing the issuance of the Agreement and the Note.

All other capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Resolution.

## Section 2. Recitals

The Purchaser has expressed interest in purchasing the Note. The District has adopted the Resolution, which is acceptable to the Purchaser. The Resolution authorizes execution and delivery of this Agreement and the Note.

## Section 3. Agreement

3.1 The Purchaser hereby agrees to make a loan to the District on the Closing Date in a single advance in the principal amount of \$ \_\_\_\_\_ as evidenced by the Note, subject to the terms and conditions contained in this Agreement.

3.2 The Note shall bear interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum, calculated on a \_\_\_\_\_ basis. The District will repay the principal of and interest on the Note on the dates and in the amounts set forth on Schedule 1 attached hereto.

3.3 Any payments by the District to the Purchaser, including any prepayment, shall be applied first to pay accrued interest, and second to pay principal of the Note. All principal of the Note, plus accrued interest, shall be paid no later than the Maturity Date.

## Section 4. Prepayment

[The Note may be prepaid, in whole or in part, at the election of the District at any time at a prepayment price equal to the principal amount being prepaid on the prepayment date plus all accrued and unpaid interest through the prepayment date.]

## Section 5. Security for Agreement

The payments under this Agreement and the Note shall be payable from the general, non-restricted revenues of the District and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make payments shall be a full faith and credit obligation of the District, and is not subject to annual appropriation. This Agreement and the Note are not secured by any lien or security interest on any property, real or personal.

## Section 6. Closing

The Purchaser shall purchase the Note upon execution of this Agreement and the Note, and upon satisfaction of the conditions specified in Section 14 below.

## Section 7. Deposit and Use of Note Proceeds

The proceeds of the Note shall be deposited and shall be expended to pay Project costs in accordance with the Resolution.

## Section 8. Tax Covenants

The District hereby covenants for the benefit of the owners of the Note to comply with all provisions of the Code which are required for the interest on the Note to be excluded from gross income for federal income taxation purposes, and has designated the Note as a "qualified tax-exempt obligation" pursuant to paragraph (3) Section 265(b) of the Code.

## Section 9. Default

If an Event of Default occurs, the Purchaser may exercise any remedy available at law or in equity except that the Note shall not be subject to acceleration. No remedy shall be exclusive. The Purchaser may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default. If the Purchaser incurs any expenses in connection with enforcing this Agreement or the Note, or if the Purchaser takes collection action under this Agreement or the Note, the District shall pay to the Purchaser, on demand, the Purchaser's reasonable costs and reasonable attorneys' fees. In connection with any suit or proceeding to enforce or interpret the provisions of this Agreement or the Note, the nonprevailing party shall pay to the prevailing party, on demand, the prevailing party's reasonable costs and reasonable attorneys' fees, whether at trial, on appeal, in any insolvency proceeding or otherwise, including any allocated costs of in-house counsel.

## Section 10. Fees, Costs and Expenses

The District shall pay the fees and expenses of Note Counsel and any other expenses and costs which the District incurs in connection with this Agreement.

## Section 11. Representations, Warranties and Agreements of the District

By executing this Agreement in the space provided below, the District represents and warrants to, and agrees with the Purchaser that, as of the date of execution of this Agreement and the Note:

- 11.1. The District is duly created and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Agreement and perform its duties under the Resolution and this Agreement, and that the Resolution, this Agreement and the Note will constitute legal, valid and binding obligations of the District which are enforceable in accordance with their terms.
- 11.2. The acceptance of this Agreement, the adoption of the Resolution and the execution and delivery of the Note will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the District is a party or by which it is bound.
- 11.3. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the District, threatened against the District to restrain or enjoin the acceptance of this Agreement, the adoption of the Resolution or the execution and delivery of the Note, or the collection and application of the funds as contemplated by the Resolution and this Agreement, which, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under this Agreement and the Note.
- 11.4. To the extent permitted by law, the District agrees to indemnify and hold harmless the Purchaser and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the District to the Purchaser, its agents or employees, which relates to this Agreement or the Note, and which is untrue or incorrect in any material respect.
- 11.5. The Agreement and Note in the aggregate principal amount of \$\_\_\_\_\_ are hereby designated for purposes of paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended, (the "Code") as a "qualified tax-exempt obligation" and the Agreement and Note do not constitute a private activity bond as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a)

of the Code from gross income for federal income tax purposes have been or expect to be issued by the District, including all subordinate entities of the District, if any, during the calendar year 2022.

Section 12. Representations, Warranties and Agreements of the Purchaser

By executing this Agreement in the space provided below, the Purchaser represents and warrants to, and agrees with the District that:

- 12.1 no official statement is being prepared in connection with the Agreement or the Note;
- 12.2 it has undertaken an independent review of the credit and has been provided with all information it has deemed necessary to make an independent decision to purchase the Note pursuant to this Agreement;
- 12.3 it presently intends to hold the Note until maturity and does not presently intend to resell the Note; and
- 12.4 it will sign and deliver a purchaser letter and require any subsequent holder to also deliver a purchaser letter substantially in the form attached hereto as Exhibit B.

Section 13. Financial Statements; Budget; Notice of Adverse Developments; Budgets

- 13.1. The District shall notify the Purchaser promptly of any development which is likely to have a material, adverse effect on the financial condition of the District while any amounts remain outstanding under the Note.
- 13.2. The District shall provide the Purchaser with its audited financial statements within 270 days after the end of each of its fiscal years, and such other information as the Purchaser may reasonably request, while any amounts remain outstanding under the Note.

Section 14. Conditions to the Obligations of the Purchaser

The Purchaser may refuse to advance funds under this Agreement and the Note unless, on or prior to the date of Closing, the Purchaser shall have received:

- 14.1 a copy of the duly authorized Resolution, and a signed original copy of this Agreement and the Note;
- 14.2 an opinion of Note Counsel to the effect that:
  - 14.2.1 the Resolution, this Agreement, and the Note are valid and legally binding obligations of the District, enforceable against the District in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as a the District,

- 14.2.2 the interest payable on the Note is excludable from gross income under the Code; the interest payable on the Note is exempt from personal income taxes imposed by the State of Oregon; and
- 14.2.3 the Note has been designated by the District as a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Code; and
- 14.3 the certificate of a duly authorized officer of the District to the effect that:
  - 14.3.1 there is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the District, threatened against the District to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement and the Note, or the collection and application of funds as contemplated by this Agreement or the Note, which, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under the Note, and
  - 14.3.2 the adoption of the Resolution and the execution and delivery of this Agreement and the Note does not and will not conflict in any material respect with or constitute on the part of the District a breach of or default under any law, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the District is a party or by which it is bound.
- 14.4 the Tax Certificate of the District with representation as to tax-exemption of interest payments; and
- 14.5 such additional certificates, proceedings, instruments or other documents as the Purchaser, its counsel or Note Counsel may reasonably request to evidence compliance by the District with the legal requirements for execution and delivery of this Agreement and the Note and the due performance or satisfaction by the District of all agreements then to be performed and all conditions then to be satisfied by the District, including but not limited to, an IRS Form 8038-G and W-9 of the District.

Section 15. Notices

Any notices required to be given pursuant to this Agreement shall be given to the following addresses:

District: Nestucca Valley School District No. 101  
 36925 Hwy. 101  
 Cloverdale, OR 97112  
 Attention: Superintendent

Purchaser: [Purchaser]  
 [Address]  
 Attention: \_\_\_\_\_

Section 16. Assignment; Survival; Agreement Constitutes Contract

- 16.1 This Agreement shall be binding upon and shall inure to the benefit of the District and the Purchaser and their respective successors and assigns. The District agrees that it may not assign this Agreement without the Purchaser's prior written consent.

- 16.2 The Purchaser may not assign its rights and obligations under this Financing Agreement and the Note unless the transferee delivers a purchaser letter in substantially the form of the purchaser letter delivered by the Purchaser on the Closing Date. The Purchaser shall have the right at any time to assign, transfer or convey this Agreement and the Note or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the District unless and until the Purchaser has delivered to the District written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Purchaser or (ii) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”); (iii) an “Accredited Investor” as defined in Regulation D under the Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.
- 16.3 The District shall keep, or cause to be kept, a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code. For this purpose, the District shall act as its registration agent. The District agrees, if so requested, to acknowledge each such assignment in writing within fifteen (15) calendar days after request therefor, but such acknowledgment shall in no way be deemed necessary to make any assignment effective.
- 16.4 This Agreement and the Note shall constitute a contract between the District and the Purchaser. The Purchaser’s extension of credit hereunder is expressly made in reliance on such contract.

#### Section 17. Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon.

#### Section 18. Severability and Waivers

If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Purchaser retains all rights, even if it makes a loan after default. If the Purchaser waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

#### Section 19. Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

#### Section 20. Waiver of Jury Trial

To the extent permitted by applicable law, each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise between the parties arising out of, connected with, related to, or incidental to the relationship between any of them in connection with this Agreement or the transactions contemplated hereby. Instead, any such dispute resolved in court will be resolved in a bench trial without a jury.

#### Section 21. Role of Purchaser

The Purchaser is acting solely for its own account and not as a fiduciary for the District or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor. The Purchaser has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the District with respect to this Agreement. The District has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this

Agreement from its financial, legal and other advisors (and not the Purchaser) to the extent that the District desired to obtain such advice.

Section 22. Written Agreements

Under Oregon law, most agreements, promises and commitments made by the Purchaser concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the Purchaser to be enforceable.

*[Signatures appear on the following page.]*



DATED as of this \_\_\_ day of \_\_\_\_\_ 2022.

[PURCHASER]

By: \_\_\_\_\_  
[Name]  
[Title]

NESTUCCA VALLEY SCHOOL DISTRICT NO. 101  
TILLAMOOK AND YAMHILL COUNTIES, OREGON

By: \_\_\_\_\_  
Misty Wharton  
Superintendent

Schedule 1

Debt Service

Exhibit A

UNITED STATES OF AMERICA  
STATE OF OREGON  
NESTUCCA VALLEY SCHOOL DISTRICT NO. 101  
TILLAMOOK AND YAMHILL COUNTIES, OREGON  
FULL FAITH AND CREDIT FINANCING AGREEMENT NOTE, SERIES 2022

NUMBER: R-1

\*\*\*\$ \_\_\_\_\_ \*\*\*

DATED  
\_\_\_\_\_, 2022

RATE OF INTEREST  
\_\_\_\_\_ %

MATURITY DATE  
\_\_\_\_\_

Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the "District"), for value received, acknowledges itself indebted and hereby promises to pay to the order of \_\_\_\_\_ (the "Purchaser"), the principal amount of \_\_\_\_\_ DOLLARS AND NO CENTS (\$ \_\_\_\_\_). The outstanding principal balance of this Note shall bear interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum, calculated on a \_\_\_\_\_ day year. The District will repay this Note as set forth on Schedule I attached hereto.

Capitalized terms used in this Note have the meanings defined for such terms in the Full Faith and Credit Financing Agreement between the District and the Purchaser dated as of \_\_\_\_\_, 2022 (the "Agreement").

Pursuant to Resolution No. \_\_\_\_ of the District adopted March 9, 2022 (the "Resolution") the payments under the Agreement and this Note are payable from the general, non-restricted revenues of the District and other funds that may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make payments under the Agreement and this Note is a full faith and credit obligation of the District, not subject to annual appropriation. The Agreement and this Note are not secured by any lien or security interest on any property, real or personal.

This Note has been executed pursuant to the Agreement. The provisions of the Agreement and the Resolution are incorporated herein by reference.

The interest payable on this Note is excludable from gross income under the Code. This Note is not a "private activity bond" within the meaning of Section 141 of the Code.

If an Event of Default occurs the Purchaser may exercise any remedy available at law or in equity as provided in the Agreement. This Note is not subject to acceleration.

If legal action is taken by the holder of this Note to enforce the provisions of this Note, the Resolution, or the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including fees and costs at trial, on appeal or otherwise.

This Note is executed by the District for the purpose of financing the Project, as defined in the Resolution, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

This Note is subject to prepayment by the District as described in the Agreement.

This Note may be assigned or transferred by the Purchaser as described in the Agreement.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of such District, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the District has caused this Note to be signed on its behalf by its Finance Director, as of this \_\_\_\_ day of \_\_\_\_\_ 2022.

NESTUCCA VALLEY SCHOOL DISTRICT NO. 101  
TILLAMOOK AND YAMHILL COUNTIES, OREGON

By: \_\_\_\_\_  
Misty Wharton  
Superintendent

**Schedule 1**

**Debt Service**

## Exhibit B

### Purchaser Letter

Nestucca Valley School District No. 101  
36925 Hwy. 101  
Cloverdale, OR 97112

Re: Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon --  
\$ \_\_\_\_\_ Full Faith and Credit Financing Agreement, evidenced by a Note, Series 2022 (the "Loan  
Obligation")

In connection with the purchase by the undersigned (the "Purchaser") of the captioned Note (the "Note") issued pursuant to the terms of, and as defined in, the Full Faith and Credit Financing Agreement dated as of \_\_\_\_\_, 2022 (the "Financing Agreement") between Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the "District") and \_\_\_\_\_, the Purchaser hereby certifies as follows (undefined capitalized terms shall have the meaning set forth in the Financing Agreement):

The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits represented by the purchase of the Note.
2. The Purchaser has authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Note.
3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
4. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933 (the "1933 Act").
5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Purchaser has made its own inquiry and analysis with respect to the District, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.
6. The Purchaser acknowledges that it has either been supplied with or been given access to information which it has requested of the District as a result of the Purchaser having attached significance thereto, including financial statements and other financial information, regarding the District and has had the opportunity to ask questions and receive answers to its satisfaction from knowledgeable individuals concerning the District, the Note and the security therefor, so that it has been able to make its decision to purchase the Note.

7. The Purchaser understands that the Note (i) is not registered under the 1933 Act and are not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Note is being acquired by the Purchaser for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Note in whole, with appropriate notice to the District, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

- (a) that is an affiliate of the Purchaser;
- (b) a “Bank” as defined in Section 3(a)(2) of the 1933 Act as amended
- (c) that is a qualified institutional buyer under Rule 144A of the 1933 Act; or
- (d) that is a bank or an affiliate of a bank that is an “accredited investor” as defined in Regulation D promulgated under the 1933 Act.

9. The Purchaser has entered into this financing with no present intention to transfer or resell and it intends to book and hold the Note as a loan in its loan portfolio. To the extent the word “Note” may have been used in any way to reference the debt instrument, the Purchaser acknowledges that the word “Note” is for convenience only and not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022.

[PURCHASER]

By: \_\_\_\_\_  
[Name]  
[Title]

# NESTUCCA VALLEY SCHOOL DISTRICT 2022/2023 SCHOOL CALENDAR

5.6

Draft 3/2/22

## July

S	M	T	W	T	F	S
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## August

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## September

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4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

## October

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## November

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13	14	15	16	17	18	19
20	21	22	23	H	25	26
27	28	29	30			

## December

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	H	27	28	29	30	31

56.5 days - 1st Trimester - Ends 12/1  
 55 days - 2nd Trimester - Ends 3/9  
 60.5 days - 3rd trimester - Ends 6/14

## AUGUST

- 29-30 Inservice (I)
- 31 Workday (W)

## SEPTEMBER

- 1 Workday (W)
- 5 LABOR DAY (H)
- 6 Grade K-9 First Day of School
- 7 Grade 10-12 First Day of School

## OCTOBER

- 7 Inservice (I)
- 14 State Inservice (O)
- 27-28 Parent /Teacher Conferences: No School K-8th both days; 9th-12th in session Thurs. No School Fri (PT)

## NOVEMBER

- 11 VETERAN'S DAY (H)
- 23-25 THANKSGIVING Break (O/H)

## DECEMBER

- 1 End of First Trimester
- 2 Teacher Workday (W)
- 19 Winter Break begins (O)
- 26 CHRISTMAS HOLIDAY observed (H)

## JANUARY

- 2 NEW YEAR'S DAY observed (H)
- 3 School Resumes
- 16 MARTIN LUTHER KING DAY (H)

## FEBRUARY

- 17 Inservice (I)
- 20 PRESIDENT'S DAY (H)

## MARCH

- 9 End of Second Trimester
- 10 Teacher Workday (W)
- 16-17 Parent /Teacher Conferences for K-8; HS Students in session both days (PT)
- 27-31 Spring Break (O)

## APRIL

- 21 Teacher Workday (W)

## MAY

- 29 MEMORIAL DAY (H)

## JUNE

- 9 High School Graduation
- 14 Student's last Day-School out 1pm
- 15 Teacher's Last Day/Workday (W)
- 19 JUNETEENTH (H)

### KEY - NO SCHOOL DAYS

- (H) Holiday (O) Non Contract Day
- (I) Inservice (P) Conferences
- (W) Workday Late Start Mondays
- Summer School

## January

S	M	T	W	T	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## February

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26	27	28				

## March

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## April

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23	24	25	26	27	28	29

## May

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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	H	30	31			

## June

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11	12	13	14	15	16	17
18	H	20	21	22	23	24
25	26	27	28	29	30	



# NESTUCCA VALLEY SCHOOL DISTRICT 2023/2024 SCHOOL CALENDAR

Draft 3/2/22

## July

S	M	T	W	T	F	S
2	3	H	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## August

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6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31		

## September

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					1	2
3	H	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## November

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			1	2	3	4
5	6	7	8	9	H	11
12	13	14	15	16	17	18
19	20	21	22	H	24	25
26	27	28	29	30		

## December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H	26	27	28	29	30

56.5 days - 1st Trimester - Ends

11/30

55 days - 2nd Trimester - Ends

3/7

60.5 days - 3rd Trimester - Ends

6/12

## AUGUST

- 28-29 Inservice (I)
- 30-31 Workdays (W)

## SEPTEMBER

- 4 LABOR DAY (H)
- 5 Grade K-12 First Day of School
- 6 Grade 10-12 First Day of School

## OCTOBER

- 6 Inservice (I)
- 13 State Inservice (O)
- 26-27 Parent /Teacher Conferences: No School K-8th both days; 9th-12th in session Thurs. No School Fri (PT)

## NOVEMBER

- 10 VETERAN'S DAY Observed (H)
- 22-24 THANKSGIVING Break (O/H)
- 30 End of First Trimester

## DECEMBER

- 1 Teacher Workday (W)
- 18 Winter Break Begins (O)
- 25 CHRISTMAS HOLIDAY (H)

## JANUARY

- 1 NEW YEAR'S DAY (H)
- 2 School Resumes
- 15 MARTIN LUTHER KING DAY (H)

## FEBRUARY

- 16 Inservice (I)
- 19 PRESIDENT'S DAY (H)

## MARCH

- 7 End of Second Trimester
- 8 Teacher Workday (W)
- 14-15 Parent /Teacher Conferences @ K8 ; HS in regular session
- 25-29 Spring Break (O)

## APRIL

- 19 Teacher Workday (W)

## MAY

- 27 MEMORIAL DAY (H)

## JUNE

- 7 High School Graduation
- 12 Student's last Day-School out 1pm
- 13 Teacher's Last Day/Workday (W)
- 19 JUNETEENTH (H)

### KEY - NO SCHOOL DAYS

- (H) Holiday
- (O) Non Contract Day
- (I) Inservice
- (P) Conferences
- (W) Workday
- Late Start Mondays
- Summer School
- Student First/Last Day

## January

S	M	T	W	T	F	S
31	H	2	3	4	5	6
7	8	9	10	11	12	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	H	20	21	22	23	24
25	26	27	28	29		

## March

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## April

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## May

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	28	29	30	31	1

## June

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23	24	25	26	27	28	29
30						

# CHANGE ORDER PROPOSAL



## NESTUCCA VALLEY HIGH SCHOOL



March 1, 2022

BASE BID

S.7

DESCRIPTION	Nestucca Valley K-8 School New Ball Fields - Phase 2
DETAILS	Construction of Little League - Ball Fields at Nestucca Valley K-8. BOLI wages as published in January 2021 included in all pricing. Proposal utilizes direction from plan sheets C4.00 and C4.10
SUBTOTAL PRICE	\$ 1,485,159.00
PERFORMANCE & PAYMENT BONDS	\$ 21,841.00
<b>TOTAL PRICE</b>	<b>\$ 1,570,000.00</b>

### ALTERNATE PRICES

DEDUCT Alternate No. 1: Eliminate East Baseball Field	LUMP SUM
Eliminate East Baseball Field Construction and Fencing	(\$ 235,928.00)
Performance & Payment Bonds	(\$ 3,539.00)
<b>Total DEDUCT</b>	<b>(\$ 239,467.00)</b>

DEDUCT Alternate No. 2: Outfield Fence Deduct	LUMP SUM
Delete approximately 550 linear feet of 6' fencing. Covers removing fencing from bullpen to bullpen <input type="checkbox"/> Approximately 60' black outfield fence cap outside foul poles <input type="checkbox"/> Approximately 315' yellow outfield fence cap between foul poles	(\$ 33,254.00)
Performance & Payment Bonds	(\$ 499.00)
<b>Total DEDUCT</b>	<b>(\$ 33,753.00)</b>

# CHANGE ORDER PROPOSAL



DEDUCT Alternate No. 3: Source Local Infield Soil Mix	
**Approx. Deduct as locally sourced material may not be 100% compliant to specifications	LUMP SUM
Use locally sourced infield soil which should meet specifications but has potential to have small stones in the mix due to it being native material screened to ½". **Availability and price of material is still in question so deduct is approximation not final.	(\$ 40,572.00)
Performance & Payment Bonds	(\$ 609.00)
<b>Total</b>	<b>(\$ 41,181.00)</b>

## BASE BID PRICE INCLUDES:

- a) Mobilization and General Conditions.
- b) Construction Surveying and Staking.
- c) Erosion Control and CESCL.
- d) Strippings - Onsite to Reclaim Approx. 900 CY of Topsoil.
- e) Mass Excavation and Grading. Import of Materials from the High School Project.
- f) Drain Rock Surfacing.
- g) Gravel Surfacing.
- h) Base Rock at Site Concrete.
- i) Storm Drainage.
- j) Rock Lined Conveyance Swale w/ Perforated Pipe.
- k) Sub-Drainage System at Batting Cages.
- l) Ultrablock Retaining Wall.
- m) Re-Distribute Topsoil Over the Entire Site.
- n) Rip-Rap Lined Conveyance Swales.
- o) Site Concrete.
- p) Canopy at Batting Cages - Modern Shade LLC 6 Post Hip Structure.
- q) Provide and install Fencing at East and West Ballfields, including the following per field:
  - a. 1 hooded 30' backstop system, model 1234-00G
  - b. Approximately 1000 linear feet of 6' tall fencing. Includes dugout perimeter and bullpen fencing. All material to be galvanized. Materials to include:
    - i. All pipe Schedule 40
    - ii. 2 7/8" terminals
    - iii. 2 3/8" line posts
    - iv. 1 5/8" top, bottom rail and gate frames
    - v. 9 gauge 2" weave fabric
    - vi. Approximately 60' black outfield fence cap outside foul poles
    - vii. Approximately 315' yellow outfield fence cap between foul poles
    - viii. Four man gates @ 4' wide by 6' tall
- r) Provide and install 4 complete Morley 70' Pro batting cages. To include:

# CHANGE ORDER PROPOSAL



- a. 70 FOOT PRO CAGE CANTILEVER BATTING CAGE FRAME
- b. 10 POLES AND GROUND SLEEVES WITH HARDWARE KIT
- c. PROCAGE BATTING TUNNEL NET #42 70'X14'X14' HIGH. RECOMMENDED SIZE BY MANUFACTURER.
- s) Review rough grade and soil chemical tests on topsoil prior starting work.
- t) Set up laser equipment for grading to match provided base grade.
- u) Ensure grade is within 3/4" tolerance in planarity on ball field. Infield area to be 4"+/- lower than "finish grade" so imported soil can be installed
- v) Amend soil in outfield and immediate grass area as determined from soil test. Up to 300# per 1,000 square feet of lime and 10# per 1,000 square feet of Regal green fertilizer (21-4-21/ 50% SRN and minor nutrients).
- w) Till amendments to a depth of up to 4".
- x) Install imported infield soil to a depth of 4" (approximately 240 yards).
- y) Finish grade entire ballfield area to be within 1/4" – 1/2" tolerance in planarity.
- z) Topdress infield area with 4 tons of Turface MVP field conditioner.
- aa) Install infield material on bull pens.
- bb) Construct mounds to be 6" taller than home plate.
- cc) Provide and install one set of bases (double first base).
- dd) Provide and install 1 plate and 1 pitching rubber on the main field and in each bull pen.
- ee) Roll areas that can be safely rolled with 3 ton double drum roller to help compact.
- ff) Hydro seed grass area with Team Jr mix at 12 pounds per 1,000 square feet and S.O.S (Annual rye blend) at 5 pounds per 1,000 square feet.
- gg) Hydro-mix blend to have Mycorrhizal inoculants (3 pounds per 1,000 square feet), starter fertilizer (10 pounds per 1,000 square feet), Tennacity (weed control 5 ounces per acre), and Bonded Fiber Matrix (BFM) to be applied at 3,000 pounds per acre.
- hh) Clean up of construction related debris directly related to our work.
- ii) Grassy Conveyance Swale – approx. 22,000sf
  - a. Seed – Native Swale by Sunmark @ 1lb / Msf
  - b. Fertilizer – Starter Balanced @ 4lbs. / Msf + Full Power @ 1 gallon /acre
  - c. Mulch – Pro-Matrix BFM @ 3,000lbs / acre

## QUALIFICATIONS:

- a) Water truck will hook-up to the fire hydrant at the high school for construction water.
- b) All storm pipe and perforated pipe to be ADS Pipe.
- c) All topsoil placement will be reclaimed topsoil from the different job sites and will not be amended or screened.
- d) Concrete and asphalt debris to be buried in the new embankment areas.
- e) Material escalation to be evaluated at the time of constructions.
- f) Organic strippings to be used as fill material in grass areas. Any additional costs to be paid by Owner.
- g) Work to start in May 2022.
- H) Need to verify with the Manufacturer that the Canopy at the batting cage has a water proof cover.

# CHANGE ORDER PROPOSAL



## PRICE DOES NOT INCLUDE:

- a) Permits, quality control testing and soil testing.
- b) The repair of unstable subgrade or "soft spots."
- c) The removal and disposal of hazardous material.
- d) Rock and boulder excavation.
- e) Relocation and repair of irrigation or any other existing utilities.
- f) Engineering for the Ultrablock retaining wall.
- g) Cost of construction water.
- h) Hydro-seeding and straw mulching.
- i) Excavation and grading for the new swale to the existing detention pond shown on sheet C5.10.
- j) Temporary fencing to delineate the construction site from the general public at the existing playing fields.
- k) Screened topsoil.
- l) General landscaping note 3 on Sheet C4.00.
- m) Concrete curb at fence posts.
- n) Due to increased pigment there is additional cost for Purple fencing materials
- o) Any design costs, engineered or stamped drawings, union or labor law levies, , protection of sports surface after completion, moving/removal/replacing any utilities to include sprinklers, remediation of unsuitable soils, multiple mobilizations, logos or other unforeseen costs.
- p) Asphalt is manufactured with gravel, sand, and liquid petroleum. Most plants produce asphalt using gravel mined from hillsides. Mined gravel may contain clay balls and iron causing small insignificant voids and rust spots that may migrate to the acrylic surface. Since the producer's source of aggregate may vary from time to time, it is impossible to predict whether a particular batch of asphalt from a producer will contain clay balls or iron. If clay balls and or rust spots develop they will not hinder play or hurt the structural integrity of the court and are almost always eliminated after the first resurfacing. The most common problem with asphalt tennis courts is pavement cracking. Cracking in asphalt is caused, at least in part, by the natural tendency of asphalt to shrink as it weathers, oxidizes and ages. In addition, asphalt loses its flexibility as it ages, making it more brittle. Since shrinking and becoming more brittle with age are properties of the material, cracking in asphalt tennis courts is inevitable. This condition is beyond the control of Beynon Sports, its suppliers and sub-contractors. Therefore Beynon Sports will not assume any responsibility if such conditions appear.
- q) Due to the uncertainty and volatility in raw materials supplies, material costs, and shipping delays, this proposal is valid for 30 days.
- r) \*Cracks will appear/reappear with ground movement and freeze/thaw cycles. Yearly maintenance on your part will be required to re-seal small cracks. There is no warranty on standard crack repair.

# CHANGE ORDER PROPOSAL



Please feel free to reach out to any member of our project team with questions about our offer:

**Robin Ernst**  
Project Manager  
(971) 803-1243  
[Robin.Ernst@fieldturf.com](mailto:Robin.Ernst@fieldturf.com)

**Steve Coury**  
Regional Sales Manager  
(503) 939-1832  
[scouryfieldturf@gmail.com](mailto:scouryfieldturf@gmail.com)

Thank you again for your interest in FieldTurf, we look forward to working with you.

A handwritten signature in black ink, appearing to read "Marie-Christine Raymond".

Per: \_\_\_\_\_

Marie-Christine Raymond, Director of Operations  
FieldTurf USA, Inc.

5.8

**From:** Annis Leslie  
**To:** Board Members; Misty Wharton;  
**Date:** 3/1/2022 4:32 PM  
**Subject:** Notice of Resignation

Good afternoon,

Please accept this email as formal notice of my resignation from the NVSD board of directors. As I have shared with each of you, I am resigning for personal reasons. The recent protestations from certain community members have absolutely NO bearing on my decision. The timing is just an unfortunate coincidence.

It was my intent to remain on the board until the completion of the K-8 facility. It is my time to step back and let another community member step up. It has been an honor to serve the community and make a positive difference for the children in it.

I will remain a solid supporter of the current school board, Superintendent Wharton, and the hardworking staff that wake up every day to support Nestucca's kids.

Respectfully,  
Annis Leslie

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and the Nestucca Valley School District (“DISTRICT”), each a “Party.”

### 1. Authority

This Agreement is authorized by ORS 190.110.

### 2. Effective Date

This Agreement is effective on the date of the last signature (“Effective Date”) and terminates thirty-six (36) months from the date of acceptance of the grant award, unless terminated earlier in accordance with Section 8.

### 3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

The Nestucca Valley School District NHMP will be developing its first NHMP. DLCD has received a FEMA Pre-Disaster Mitigation grant (PDM 19) to assist DISTRICT with developing the Nestucca Valley School District NHMP. The grant’s performance period extends thirty-six (36) months from the date of acceptance of the grant award.

### 4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and DISTRICT that is to result in a new Nestucca Valley School District NHMP adopted by DISTRICT and approved by FEMA;
- (b) Ensure the DISTRICT is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the DISTRICT must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and



## Nestucca Valley School District Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-019

Page 2 of 23

- (c) Ensure DISTRICT is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report their cost share as required.

### 5. Responsibilities of Parties

#### (a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

#### (b) Responsibilities of DISTRICT.

- i. DISTRICT will appoint a member and alternate to serve on the Tillamook County MJHNHP Steering Committee.
- ii. DISTRICT will adopt a plan that FEMA has agreed to approve.
- iii. Specific project responsibilities of the Steering Committee members and Project Lead include:
  - A. Attending and actively participating in Steering Committee meetings;
  - B. Providing data and information;
  - C. Engaging with internal and external stakeholders;
  - D. Executing the Project's public engagement program;
  - E. Tracking, accurately documenting, and reporting cost share as required; and
  - F. Performing any other Project work assigned by Exhibit A: Scope of Work.

### 6. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the DISTRICT to complete the update.

## Nestucca Valley School District Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-019

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The federal grant supporting the Project requires a 25% cost share from non-federal funds. The DISTRICT shall commit to providing and documenting cash, in-kind, or a combination of both as its required 25% cost share.

### 7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

#### DLCD's Project Contact is:

Katherine Daniel, Natural Hazards Planner  
Oregon Department of Land Conservation and Development  
635 Capitol ST NE, Suite 150  
Salem, OR 97301  
(971) 375-3767  
katherine.daniel@dlcd.state.or

#### NESTUCCA VALLEY SCHOOL DISTRICT's Project Contact is:

Chad Holloway, [Title]  
Nestucca Valley School District  
P.O. Box 99  
Cloverdale, OR 97112  
(503) 392-3194 x427  
[chadh@nestucca.k12.or.us](mailto:chadh@nestucca.k12.or.us)

### 8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

### 9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. DISTRICT shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **10. Non-Appropriation**

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

## **11. Representations and Warranties**

The DISTRICT represents and warrants that the making and performance by the DISTRICT of this Agreement:

- (a) Have been duly authorized by the DISTRICT;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the DISTRICT's charters or other organizational documents; and
- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the DISTRICT is party or by which the DISTRICT may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the DISTRICT of this Agreement, other than those that have already been obtained.

## **12. Records**

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

## **13. Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Parties (the "Other Parties") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate

in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties' contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party's or Parties' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

#### **14. Subcontracting and Assignment**

The DISTRICT acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The DISTRICT shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

#### **15. Governing Law, Consent to Jurisdiction**

This Agreement shall be 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 DLCD or any other agency or department of the State of Oregon, or

both, and the DISTRICT that arises from or relates to this Agreement shall 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, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party 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.

#### **16. Indemnification**

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the DISTRICT shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

#### **17. Insurance**

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

#### **18. Severability**

If any term or provision of this Agreement 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

#### **19. Compliance With Law**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **20. Force Majeure**

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

## **21. No Third Party Beneficiary**

DLCD and the DISTRICT are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The Contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

## **22. Merger, Waiver and Modification**

This Agreement 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 Agreement. No waiver or consent under this Agreement 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. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **23. Amendments**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.

## **24. Acknowledgment of Funds and Copyright**

### **(a) Acknowledgment of Funds.**

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **(b) Copyright.**

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise

controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

#### **25. Survival**

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

#### **26. Interpretation**

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

#### **27. Counterparts**

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

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

NESTUCCA VALLEY SCHOOL DISTRICT

APPROVED AS TO FORM:

---

Signature

---

Signature

---

Print name and title

---

Print name and title

---

Date

---

Date

Department of Land Conservation and  
Development (DLCD)

---

Jim Rue, Director

---

Date



# Exhibit A: Scope of Work

## Tillamook County

### Multi-Jurisdictional Natural Hazards Mitigation Plan

#### New Plan for Nestucca Valley School District

#### Scope of Work

##### PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Tillamook County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Tillamook County (COUNTY); Cities of Bay City, Garibaldi, Manzanita, Nehalem, Rockaway Beach, Tillamook, and Wheeler (CITIES), the Ports of Garibaldi and Tillamook Bay; and special districts among which may include the Bay City, Garibaldi, Nedonna, Nestucca, Netarts-Oceanside, Rockaway Beach, and Tillamook Rural Fire Protection Districts; the Nehalem Bay Fire and Rescue District; the Neah-Kah-Nie, Nestucca Valley, and Tillamook School Districts; the Cloverdale, Neskowin, Oceanside, and Watseco Water Districts; the Hebo Water and Sanitary District and Pacific City Joint Water-Sewer Authority; and the Cloverdale, Neskowin Regional, Netarts-Oceanside, and Twin Rocks Sanitary Districts (DISTRICTS); collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for cities and special districts who have not participated previously.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the MJNHMP update process in partnership. DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW.

*This project is funded by a FEMA Pre-Disaster Mitigation (PDM) mitigation planning grant. A PDM mitigation planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.*

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input.

Tillamook County's last update was a complete refresh of the previous document. All of its seven cities were included, and two of its three Port Districts developed NHMPs for the first time. The County was also able to include detailed multi-hazard and vulnerability data and analysis developed by the Oregon Department of Geology and Mineral Industries under a FEMA Risk MAP CTP grant. The County, Cities, and Ports have maintained the plan in the interim, and therefore do not anticipate such a deep and broad update this time. This update will be focused on developing initial NHMPs for fire, water, sewer, and

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school districts; reaching out to communities and the vacation rental industry; continuing to develop partnerships and improve connectivity; and improving mapping and identification of population demographics within hazard-prone areas.

### PHASE 1: ORGANIZE

#### Purpose

The purpose of Phase 1 is to organize and develop content for project initiation.

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Tillamook County MJNHMP; ensure that each jurisdiction adopts and obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

#### DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: May 2021

Task 2: Prepare a Draft Scope of Work (SOW)

DLCD will draft a SOW intended to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

#### DELIVERABLES

DLCD 1. Draft SOW

Target Date: May 2021

Task 3: Develop a Project Schedule

DLCD will develop a project schedule setting target dates for SC meetings, public engagement opportunities, public review and comment periods, state and federal review processes, and local adoption proceedings.

A minimum of two opportunities for the public to comment will be included, one to review the Draft Risk Assessment and one to review at least the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Both opportunities will be offered prior to finalizing the plan for approval by each of JURISDICTIONS' respective boards and councils. While only these two opportunities are required, providing as

many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: January 2022

Task 4 Coordinate with COUNTY

The following tasks will be accomplished collaboratively by DLCD and COUNTY for review and agreement by the SC at its organizational meeting (Task 6).

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement.
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP’s strengths and opportunities for improvement and recommend a strategy for addressing them;
- D. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- E. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- F. Determine the method for and roles of DLCD and COUNTY in inviting cities, special districts, and tribes to participate in the planning process.
- G. Designate SC members and alternates. **SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions for the purposes of this project;**
- H. Draft a list of stakeholders, technical advisors, and other interested parties including at a minimum representatives of FEMA’s six “whole community” sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure; and (g) Natural and Cultural Resources. Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation.
- I. Prepare a draft Public Engagement Program for SC discussion and finalization.
- J. Develop a Communication Protocol to ensure clear and effective communication.

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Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
<b>Steering and Technical Advisory Committee Meetings</b>				
• Prepare and distribute agenda 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Provide language for public notice of meetings if requested.	X			
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.		X	X	X
<b>Public Engagement Program</b>				
• Execute Public Engagement Program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	X	X	X
<b>Plan Development</b>				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services.		X	X	X
• Provide assessor data.		X		
• Provide other data and information.		X	X	X
• Analyze data.	X	Assist	Assist	Assist
• Write plan sections.	X	Assist	Assist	Assist
• Review plan sections.	X	X	X	X
• Edit plan sections.	X	Assist	Assist	Assist
• Finalize plan.	X			
<b>Administrative Functions</b>				

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.		X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

- DLCD
1. Meeting notes memorializing decisions of Task 4
  2. Revised Draft Scope of Work
  3. Revised MJNHMP Review and Strategy Memo
  4. Revised Project Schedule
  5. Revised Table 1: *ALLOCATION of BASIC RESPONSIBILITIES and TASKS*
  6. Draft Public Engagement Program
  7. Draft Communication Protocol
  8. Cost Share Documentation Forms and Instructions

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- COUNTY
1. Draft Steering Committee Roster
  2. Initial Draft Stakeholder Roster

Target Date: February - March 2022

### Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

If necessary to meet time and budget constraints, DLCD and COUNTY will decide collaboratively and in consultation with the special districts which of them will be included in the updated Tillamook County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion into the Tillamook County MJNHMP or into a stand-alone NHMP.

#### DELIVERABLES

- COUNTY
1. Final Roster of Steering Committee members and alternates
  2. Second Draft Stakeholder or TAC Roster

Target Date: February - March 2022

### Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to initiate the project. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

DLCD and COUNTY will lead the SC through discussion of the deliverables of Tasks 4 and 5 and note any revisions.

**The SC will review the IGA and SOW and establish a date by which each jurisdiction will sign.**

**Each jurisdiction will identify a person responsible for cost share tracking and reporting.**

**Each jurisdiction will identify a person responsible for developing and maintaining an up-to-date project website or otherwise ensuring that project information is made available to the community in a timely manner.**

#### DELIVERABLES

- DLCD
1. Final Scope of Work
  2. Final Project Schedule

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3. Final SC Roster
4. Final Stakeholder or TAC Roster
5. Final Table 1, Allocation of Basic Responsibilities and Tasks
6. Final Communication Protocol
7. Final Public Engagement Plan
8. Cost Share Documentation Forms and Instructions

Target Date: February 2022

- SC
1. Person responsible for cost share tracking and reporting for each jurisdiction
  2. Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction
  3. **Signed IGA**

Target Date: April 2022

### PHASE 2: UPDATE THE TILLAMOOK COUNTY MULTI-JURISDICTIONAL NHMP

#### Purpose

The purpose of Phase 2 is to update the current Tillamook County MJNHMP such that it meets the requirements of 44 CFR 201.6 and is therefore approvable by FEMA.

#### Task 7 Review and Update the Risk Assessment

DLCD will lead the SC in reviewing and updating the risk assessment. For each jurisdiction, the updated risk assessment will:

- A. To the extent data is available, describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change.
- B. Identify significant previous occurrences of each hazard.
- C. Assess probability of future occurrence of each hazard.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, development trends, and changes in development.
- E. Identify NFIP-insured structures that have sustained repetitive flood damages.

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- F. To the extent data is available, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

### DELIVERABLES

- SC            1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment
- DLCD        1. Number of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and their respective dollar values
- 2. Coordinate and conduct group or individual meetings with DISTRICTS, if needed.
- Target Date: February - June 2022
- COUNTY     1. Coordinate up to two SC meetings.
- 2. Assist DLCD with coordinating and facilitating DISTRICTS group meeting, if requested.
- Target Dates: February -May 2022
- DLCD        1. Initial Draft Risk Assessment for SC and public review
- Target Dates: June 2022

### Task 8            Public Review of Risk Assessment

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on the Draft Risk Assessment. "The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

### DELIVERABLES

- SC            1. At least one opportunity for public comment completed.
- Target Date(s): June 2022
- DLCD        1. Draft comment matrix containing public comments and draft responses for SC review
- Target Date: July 2022



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- DLCD
1. Final comment and response matrix
  2. Second Draft Risk Assessment incorporating public comments and final comment and response matrix

Target Date: August 2022

### Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each jurisdiction, the Mitigation Strategy will:

- A. Establish mitigation goals based on the risk assessment.
- B. Assess each jurisdiction's mitigation capabilities.
- C. Document each jurisdiction's participation in the NFIP and continued compliance with its requirements.
- D. Document status of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy for each mitigation action.
- I. Describe the process, method, and timeline for integrating the content of the MJNHMP into other planning mechanisms and highlight any integration that has occurred.

### Deliverables

- SC
1. Information about participation in and continued compliance with NFIP
  2. Information for and participation in capability assessment
  3. Information about planning mechanisms and timeline for integration

Target Date: June 2022

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COUNTY 1. Coordinate up to three SC meetings for Tasks 10 and 11 together.

Target Dates: June 2022 – August 2022

DLCD 1. Initial Draft Mitigation Strategy for SC, and public review

Target Dates: August 2022

Task 10 Review and Update the Plan Maintenance Process

DLCD will assist JURISDICTIONS in reviewing the plan maintenance process and revising it as necessary. For each jurisdiction, the Plan Maintenance Process will:

- A. Describe the method and schedule for monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.

### DELIVERABLES

DLCD 1. Initial Draft Plan Maintenance Process for SC review

2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): July 2022

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Therefore, this task may occur at this point in the process or later, but not later than between Tasks 13 and 14.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

### DELIVERABLES

SC 1. At least one opportunity for public comment completed.

Target Date(s): September 2022

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- DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: September 2022

- DLCD 1. Final comment and response matrix incorporating SC comments
2. Second Draft Mitigation Strategy and Plan Maintenance Process incorporating public comments and final comment and response matrix

Target Date: October 2022

### Task 12 Document the Planning Process

DLCD will assist JURISDICTIONS in documenting the planning process. Copies of agendas, sign-in sheets, notices, publications, web page updates, etc. will be included in the updated MJNHMP. For each jurisdiction, the Planning Process chapter will:

- A. Describe how the plan was prepared, who was included, how the public was involved, and the opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval.
- C. Describe how plans, studies, reports, technical data and information were incorporated.
- D. Include documentation of the planning process.

#### DELIVERABLES

- SC 1. Provide copies of web page updates, notices, publications, etc.

- DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): February 2021 – October 2022

### Task 13 Review and Update Remaining Chapters

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

DELIVERABLES

- DLCD 1. Initial draft of remaining chapters or sections for SC review  
2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): January – October 2022

Task 14 Finalize Draft MJNHMP for State and Federal Review

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA’s “Approvable Pending Adoption” letter; evidence of adoption by each jurisdiction; FEMA’s final approval letters; and FEMA’s final Local Mitigation Plan Review Tool.

DELIVERABLES

- DLCD 1. Finalized Draft MJNHMP

Target Date: November 2022

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

The purpose of Phase 3 is to ensure that all the necessary steps toward final FEMA approval are taken; the JURISDICTIONS each adopt the updated MJNHMP without substantive changes; and FEMA approves the adopted MJNHMP.

*This project is funded by a FEMA Pre-Disaster Mitigation (PDM) mitigation planning grant. A PDM mitigation planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.*

*If a jurisdiction requires a substantive change through its adoption process, the approval process will be restarted.*

Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCD will submit the Draft Tillamook County MJNHMP to the Oregon Office of Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCD, and JURISDICTIONS will make any necessary revisions with review by the SC and public as appropriate until FEMA issues its APA letter.

## Nestucca Valley School District Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-019

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### DELIVERABLES

- DLCD
1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.
  2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA's APA letter.

Target Date:	Submittal to OEM:	November 2022
	Required Changes Completed:	December 2022
	Submittal to FEMA:	January 2023
	FEMA Review Completed:	February 2023
	Required Changes Completed:	March 2023
	APA Received:	April 2023

Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Tillamook County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption, each jurisdiction will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolutions to FEMA through OEM for final approval.

### DELIVERABLES

- SC
1. Provide evidence of adoption to DLCD.
- DLCD
1. Submit evidence of adoption to OEM.
  2. Insert approval process documents into plan.
  3. Record effective date on cover.
  4. Distribute FEMA-approved, finalized Tillamook County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	April 2023
	DLCD Submit Evidence to OEM:	April 2023
	FEMA Final Approval Received:	May 2023
	Final Distribution:	May 2023

## Nestucca Valley School District Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-019

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### BUDGET

No funds will be exchanged. DLCD will use PDM 19 grant funds and state funds to execute its tasks.

JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

### COST SHARE

PDM grants require a 25% cost share. JURISDICTIONS commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.**

JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis. JURISDICTIONS together will provide a **minimum** cost share of \$15,000.



Task No.	Task Description	Responsible Party	Start Date	End Date	Status	Notes
10.0	Review and Update the Plan Maintenance Process Initial Draft Plan Maintenance Process for SC review Consult with SC to finalize Plan Maintenance Process chapter	SC			Initial Draft of Plan Maint. Process Second draft of Plan Maint. Process	
11.0	Public Review of Mitigation Strategy and Plan Maintenance Process	CP CF/SC KD KD/SC KD KD			At least one opportunity for public comment Public comments/draft response matrix Public comment and response matrix finalized Milestone: Volume 1 complete	
11.1	Submit public comment letters	CP				
11.2	Solicit feedback on draft Mitigation Action and Plan Maintenance from constituents	KD				
11.3	Draft comment matrix containing public comments and draft responses for SC review	KD				
12.0	Document the Planning Process	SA/SC KD			Documentation of public outreach Initial Draft Planning Process chapter	
12.1	Compile evidence of public outreach and meeting attendance	SA/SC				
12.2	Sarah & SC members provide copies of web page updates, notices, publications, etc.	KD				
13.0	Review and Update Remaining Chapters	KD				
13.1	Update and revise remaining sections	KD				
13.2	Draft update to Hazard Annexes for Volume II	KD				
13.3	Draft update to Community Action Sheet Volume III	KD				
14.0	Finalize Draft MINHMP for State and Federal Review	SA SA/SC			Final Draft NIMHP Milestone: Finalized 2023 Tillamook County NIMHP update	
14.1	Post finalized NIMHP on County Planning website for public review	SA				
14.2	Steering Committee Meeting #5; Main Task Review and Finalize 2023 Tillamook County NIMHP update	SA/SC				
15.0	Phase Three: Review and Approval Process					
15.1	Submit Draft MINHMP for State Review					
15.2	Submit to OEM (Target date: 11/2023)					
15.3	Consult with SC to make required changes, if required; changes complete (Target date: 1/2024)					
15.4	Submit Draft MINHMP for Federal Review (Target date: 1/2024)					
16.0	Adopt Final Draft MINHMP					
16.1	FEMA review complete (Target date: 02/2024)					
16.2	Approval Pending Adoption (SEA) letter received (Target date: 03/2024)					
16.3	Adopt Final Draft MINHMP					
16.4	The first jurisdiction that adopts the NIMHP triggers the final approval letter from FEMA					
16.5	Jurisdictions that adopt subsequently are added to resolutions of final approval letter.					





## NESTUCCA VALLEY SCHOOL DISTRICT

P.O. Box 99, Cloverdale, Or. 97112 503-392-3194

*Inspiring individual excellence, instilling diligence,  
and initiating life-long learning.*

6.3

**Misty Wharton**  
*Superintendent*

**Megan Kellow**  
*Special Programs Administrator*

**Kim Seals**  
*Fiscal Admin. Assist.*

**Ursula McVittie**  
*Human Resources Specialist*

**Sarah Lewis**  
*Executive Assistant  
Board of Directors Secretary*

March 3, 2022,

NESTUCCA VALLEY SCHOOL DISTRICT COMMUNITY,

The information I intend to share today will be met with relief for some and cause angst for others. Some of you will believe it has not happened soon enough, while others may choose to continue the practice. This has been the greatest challenge of the entire pandemic, creating a system where all feel safe and heard. Regardless of your stance on this announcement, I do believe this is a step towards our community emerging from the pandemic and moving forward with the intent to make the best situation possible for our students.

As you have all heard, the State of Oregon is lifting the indoor mask mandate for public places on March 12, 2022. Under this new direction, school districts now have the ability to examine local conditions, such as the vaccination rates of staff and students, community spread rate of COVID 19, and the state provided metric used to measure the risk of transmitting COVID 19. (See below)

Currently, our county is in the "Medium" risk zone. When our county resides in this zone, the recommendation is to make masking indoors optional. On Monday, March 14, 2022, all people coming into the Nestucca Valley School District facilities will have the **option** to mask or not mask. Students riding the school bus also have the **option** to mask or not mask. As we make this major transition, we ask that all staff, students, and families respect the personal choices that are made individually.

As a district, we stand ready to support those families that still wish to have their children mask while at school. We have been actively speaking with our students about how at this point, masking is a family choice and each family has different variables to consider. Multiple levels of mitigation strategies will continue to be in place as we move forward, even if mask wearing is not universal.

One important reminder is that the OAR 333-019-1015, mandating masking, is not being terminated. The rule still exists so in the event that rapid spread of COVID 19 begins again, the mask mandate would be reinstated. As a result of low COVID 19 numbers in our community, the district will also be allowing people wishing to volunteer to apply for a religious or medical exemption from the vaccine mandate. This OAR 333-019-1030 is still in full implementation, so if interested in seeking an exemption to volunteer, please contact the district office.

Announcements like this always bring questions to the forefront. That is why I am communicating today, so that next week questions can be addressed before March 14, 2022 arrives.

Our educators and families are ready to engage in school where we can see each other smile again and invite our community in for large events! One of the first invitations will be to our March 15<sup>th</sup> 5<sup>th</sup>-8<sup>th</sup>

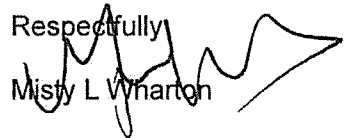
grade band concert. The concert will be held in our new gym. Also, be on the lookout for an invitation, in the month of April, for an Open House to our finished K8 facility.

Next week, we will release more information. If you have questions, please ask so that we can consider that in our communication next week. Submit questions to: [questions@nestucca.k12.or.us](mailto:questions@nestucca.k12.or.us) or call (503) 392 3194.

Have a wonderful weekend!

Respectfully,

Misty L Wharton



Low

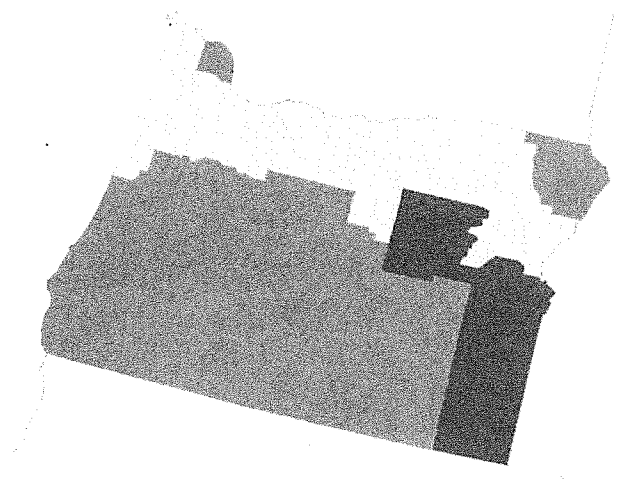
- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms
- No mask recommendation

Medium

- If you are at high risk for severe illness, talk to your healthcare provider about whether you need to wear a mask and take other precautions
- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms

High

- Wear a mask indoors in public
- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms
- Additional precautions may be needed for people at high risk for severe illness



6.4



**NESTUCCA VALLEY SCHOOL DISTRICT**  
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*Superintendent*  
**Megan Kellow**  
*Special Programs Administrator*  
**Kim Seals**  
*Fiscal Admin. Assist.*  
**Ursula McVittie**  
*Human Resources Specialist*  
**Sarah Lewis**  
*Executive Assistant*  
*Board of Directors Secretary*

March 3, 2022,

Prospective Volunteer,

Thank you for your interest in volunteering to serve the youth of the Nestucca Valley School District. The Governor’s Office will be lifting Oregon’s COVID-19 emergency declaration on April 1, 2022. The Health Authority will be revising the indoor mask mandate (OAR 333-019-1025 and OAR 333-019-1015) for public places and schools on March 12, 2022. These two revisions, coupled with a rapidly declining COVID 19 community spread rate, have allowed the NVSD to consider exemptions from the COVID 19 vaccine mandate for volunteers and or people wishing to use district property. If you intend to apply for a medical or religious exemption from the COVID 19 vaccine as supported in OAR 333-019-1030 the following steps must be completed:

- 1) Request a medical or religious exemption form from the school district office at  
(503) 392-3194 Ext 401 or Sarahl@nestucca.k12.or.us
- 2) Complete the exemption form, as prescribed on the OHA exemption form, and return to the school district office.
- 3) Attend a scheduled meeting with Superintendent Wharton to discuss the exemption and whether the exemption will be approved or denied.
- 4) If your exemption is approved, your criminal background check and fingerprinting are completed, you may start volunteering

The district will continue to evaluate offering exemptions to volunteers on a seasonal basis, up **UNTIL** there is a permanent change to OAR 333-019-1030 . The seasons are as follows

**SPRING** MARCH 1, 2022-JUNE 30, 2022

**SUMMER** JUNE 1, 2022-AUGUST 31, 2022

**FALL** AUGUST 1, 2022- NOVEMBER 30, 2022

**WINTER** NOVEMBER 1, 2022-MARCH 1, 2023

At any time a person’s ability to volunteer in the NVSD or to use NVSD facilities can be revoked as defined in policy: IICC, IICC AR

If COVID numbers begin to rise, triggering the region to move into the red zone of the metric administered by OHA and CDC, all volunteers will be halted regardless of vaccination status.



# NESTUCCA VALLEY SCHOOL DISTRICT

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6.1

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*Superintendent*

**Megan Kellow**

*Special Programs Administrator*

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*Fiscal Admin. Assist.*

**Ursula McVittie**

*Human Resources Specialist*

**Sarah Lewis**

*Executive Assistant*

*Board of Directors Secretary*

Board Report

Special Programs-Kellow

March 9, 2022

## Special Education:

- The Special Education department continues to work hard to make sure all students are able to access FAPE (Free Appropriate Public Education). We are currently serving 81 students with 3 students currently in the referral process.

-We had 26 students attend the recent Tillamook job fair, 4 of those students are a part of our YTP program. There was lots of interest in job openings and a few have submitted applications for after school, weekend and summer time work.

-Our school based business, Brewed Awakening, that YTP is in partnership with is growing and has been incredibly successful, At the start of the school year when Mr. Hoogendijk's 5th period class NICE (Nestucca Inc Community Engagement) started there were no students who have an IEP, when the new trimester starts there will be 3. This is a great example of integrating and including students with varying abilities together in a class or in a school based business where they learn from each other and gain confidence

-Our high school SPED department will be attending the Oregon Statewide Transition Conference at the end of March. As a small district, it is important for our staff to be well informed of process and resources for our students transitioning into employment and independent living after high school. The district is lucky to have Amy Farhat (Youth Transition Program Coordinator) and Amy Gianella (High School Special Education Case Manager/Teacher) supporting our students in this capacity.

## English Language Development:

- We have happy, engaged, productive second language learners at Nestucca! A second language learner has to code switch all day long, which is mentally exhausting, yet they come to

language development classes or reading groups wanting to know, "What are we going to work on today?" "How can I make my writing better?" Always eager to learn to use their first language as a support for English academic and social syntax. We have 31 active English Learners, including 3 newcomers. All of these students participate right along with their native English speaker peers in all aspects of the daily school routine.

- At the K-8 we are providing both Push-In and 30 minute, daily, Pull-Out scaffolded lessons with a focus on comprehension and application of academic content in English.

- Several are enjoying the enrichment of the After School program which supports the completion of their homework lessons and language acquisition practice.

- 15 of our students are working with the Imagine Learning Literacy software, a very powerful Language and Mathematics platform that targets the language gaps, or mathematics facts/concepts a student may have at any given grade level K-12. With teacher support this is an avenue towards closing the academic gap for several of our students. Those who excel, will be independent learners by years end. And the students have yet to complain on the added work!

Other:

- All other federal programs (McKinney-Vento, Migrant, Title etc.,) and collections are up to date and moving forward as we continue to get further guidance around post COVID/CDL protocols.



**Diane Wilkinson**  
*Early Learning Program Director*  
P.O. Box 33 Cloverdale OR 97112  
Ph 503-392-3194 x455

March 4, 2022

NVSD Board of Directors,

After a month with each classroom having closures due to COVID, we are getting back on track. We still have a few students that are requesting a virtual option until vaccines become available for this younger population. Our teachers are accommodating everyone very well, ensuring they are getting packets every week and have a daily Zoom session.

Several of our team are in a co-hort with the CCR&R (Child Care Resource and Referral) around our recent ECERS (Early Childhood Environmental Rating Scale) observation from a team at WOU. This co-hort is working through each section of the observation to ensure we are meeting and exceeding what the ELD (Early Learning Division) considers to be high quality early learning. To that same end, we have set a goal to submit a final portfolio for the SPARK program, explained [here](#). This is a requirement for Preschool Promise, and an important tool to ensure we are implementing the best early learning program our students and families deserve.

We are continuing our work in the Early Literacy network with the NWReSD, developing new ways to incorporate meaningful approaches to reading and language development. We will also have another workshop in April around equity and inclusion with our coach Shawna Rodriguez from Children's Institute. I am also developing a consortium-wide plan with an organization called Teaching Preschool Partners, in the hopes to align some classroom work in playful inquiry so that all of the teachers in Tillamook County Preschool Promise classrooms can share teaching strategies with each other next year.

I am submitting a grant to the Early Learning Hub for our summer Kindergarten Transition program, as well as a few mini-grants to help fund some upcoming family engagement activities. April will be recruitment month for both Kindergarten and Preschool. This year, we are keeping those events separate, since the nuances of registration are very different. Also, Kindergarten Round-Up is made a little easier now since all of the NVELC preschoolers are already in the district system!

We are excited to get some good weather to play on the new playground and in the larger fenced areas!

Thank you,  
Diane Wilkinson

# NOTES FROM NESTUCCA HIGH SCHOOL

*March 9, 2022*

## **Recent Activities:**

- After school each week we currently have a Trivia Club, a Dungeons and Dragons Club, an Anime Club, three study halls each week and a Mural Club. These all exist alongside track and field, softball and baseball....aaand tryouts for the Spring Musical just happened. This brings our after school student involvement to approximately 61%!
- We had two wrestlers go to State in Culver, with both coming within one match of placing!

## **Upcoming Activities:**

- Spring Sports begin competitions next week, with baseball and softball both having home openers on Monday. This will be the first time our new astroturf fields will be used! Track will begin their season on Thursday with a home Ice Breaker meet.
- State testing will begin the week after Spring Break
- Trimester 3 (our last trimester of the year) will begin on Monday. This year has really flown by.
- We are beginning forecasting for next year in the next couple of weeks. Students can choose their classes through StudentVue, which allows us to create a schedule that best serves the greater population.

## **Extra Notes**

- Our staff and students continue to plug away at the Incompletes Our Seniors, especially, are recognizing the importance of making up their credit recovery classes and are taking the initiative of reporting to their mentors how they are doing...instead of their mentors having to chase the senior down to nag.

3/9/2022

The new varsity baseball and softball fields are ready for play, which starts of March 14. Thanks to Jesse Lewis, Bill Wilkinson and Logan Kellow for all their work getting things ready to go. Also, since last board meeting we received training on how to maintain the fields so we can maintain the warranty. The fields are warranted for 8 years and with proper maintenance should last much longer than that.

We were able to hire a full time custodian at the K8 and part time custodian at the High School. These additions are greatly appreciated and are making a difference in maintaining our facilities.

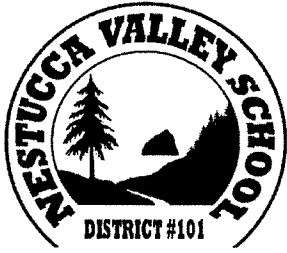
There was an individual who came onto campus in the middle of the night last week who did not belong here. Thanks to our video surveillance system we were able to identify the individual and turn the information over to the Sheriff.

I participated in a number of meeting in preparation for the work that will be taking place in the District this summer. We had contractors visit the HS campus in preparation for water system improvements that are integral to the shop project, the field and track project and needed fire system upgrades. I was also able to Benchmark Contracting in relation to the track and field project at the high school and related work at the K8. Further, I was involved in several meeting related to the HS Shop project and the preparations for commencing that project. I participated in the Safe Routes To School (SRTS) meeting with county, state and engineers hired by the state. The SRTS meeting was productive and will likely result in the county applying for a grant which we will be asked to participate. This grant is focused on improving safe pedestrian access to the High School and would benefit our students and the community of Cloverdale. We had our first CTE Foundation meeting and I am excited to see what this group will do.

Finally, I attended a meeting facilitated by Rachel Pettit, Katie and Kevin Schluka regarding visioning the future and direction of the Wildcat Trail and the grounds of the K8. I was impressed by this diverse group of community member and their vision and commitment and dedication to making the campus an even better resource for our kids and community. Big thanks to Rachel, Katie and Kevin for leading this positive experience.

Chad C. Holloway  
Administrator of Facilities and Alternative Education  
Nestucca Valley School District #101





## NESTUCCA VALLEY SCHOOL DISTRICT

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**NESTUCCA VALLEY SCHOOL DISTRICT  
MARCH 9, 2022  
REGULARLY SCHEDULED BOARD MEETING**

**SUMMER SCHOOL-** We are in the early stages of planning for a four week summer school session. The session will run July 11-August 4, Monday-Thursday, 8:00am-12:30pm. We have worked to partner with Food Roots, Juntos (An OSU Extension Program for Spanish speaking families), Sitka Center for Art and Ecology. The focus will, once again be science and art and we will try to engage multiple community partners. Oregon Department of Education will once again be offering grant opportunities and we plan to apply.

**GRANTS-** We will be pursuing a Oregon Community Foundation grant to help fund the construction of our bicycle track. There are other grants we have identified for this goal, and will be applying for those as well. We will also pursue an Oregon Department of Education grant used for teacher retention and recruitment.

**LICENSED NEGOTIATIONS-** The licensed staff and our team have worked together to reach a tentative agreement on a two year contract. It is our hope that we will have all of the details finished and put it before the Board of Directors at the April meeting. Thank you licensed staff for the collaborative process and an efficient use of all of our time.

**OPEN HOUSE-** We will begin planning for an Open House event at our K8 facility to invite the community in to the see the finished work. I anticipate we will plan for a Saturday.