

FUNDING AGREEMENT

This FUNDING AGREEMENT (**Agreement**) is entered by the City of The Dalles (**City**), an Oregon municipal corporation, and Open Campus Juntos (**Grantee**), a program of the Oregon State University Open Campus

WHEREAS, Grantee submitted a request to the City Council for funding consistent with its February 15, 2023 proposal (**Proposal**), attached to and made part of this Agreement as its **Exhibit A**; and

WHEREAS, the City Council, through its budget process, has appropriated sufficient monies (**Funds** or **Funding**) to award Grantee in furtherance of its Proposal;

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

1. **TERM AND TERMINATION.**

A. **Term.** The Parties agree this Agreement's term commences upon its mutual execution and expires June 30, 2024.

B. **Termination.**

(1) **Unilateral Termination.** The Parties agree either Party may terminate this Agreement upon 15 days' advance notice to the other.

(2) **City Termination.** The Parties agree the City may terminate this Agreement immediately upon Grantee's use of Funds for purposes not expressly indicated in its Proposal and after the City dispatches a notice of termination to Grantee. If the City terminates this Agreement pursuant to this **Section 1(B)(2)**, Grantee agrees it may be required (at the City's sole discretion) to return all Funds within 30 days of the notice of termination's date, it may be barred from future Funding requests, or both.

2. **FUNDS GRANTED.** The City agrees to disburse an amount not to exceed **\$10,000.00** to Grantee subject to this Agreement's qualifying terms and conditions. In all events, the Parties expressly agree the City's obligations under this Agreement are contingent on Funding availability through the City's budget process and subject to all applicable federal, Oregon, and local laws regarding the governance of such monies. Plainly, the Parties understand and agree the City's obligation to disburse Funds to Grantee is limited to the degree the City actually appropriates such Funds for the given fiscal year.

3. **LIMITED USE.** Grantee agrees the Funds are only eligible for use to cover its actual costs as described in its Proposal. Grantee further agrees its use of any Funds for a purpose not described by this **Section 3** is a default of this Agreement subject to the City's termination pursuant to **Section 1(B)(2)**.

4. **REPORTING.** Grantee agrees to submit all reporting on its use of the Funds upon request by the City Manager and (in all cases) a final report including a breakdown of how all Funds were actually spent before it may request any additional Funds from the City.

5. **DISBURSEMENT AND RECOVERY.**

A. **Disbursement.** The City agrees to disburse Funding to Grantee within 14 days of this Agreement's mutual execution.

B. **Eligible Costs.** Grantee agrees to use all Funds consistent with eligible costs described in **Section 3**. Grantee further agrees any changes to the Proposal are ineligible for Funding use unless those changes are approved by the City.

C. **Recovery.** Grantee agrees to repay the City all Funds disbursed if it has not cured any default of this Agreement after the City dispatches 21 days' notice of default.

6. **INSPECTION AND RECORDS.**

A. **Inspection.** Grantee agrees the City may inspect the work contemplated by the Proposal or its proposed location (if applicable) at any time during its development, installation, or implementation if the City's inspection is during normal working hours and follows the City's reasonable notice.

B. **Records.**

(1) **Access.** Grantee agrees the duly authorized representatives of the City may, with respect to those pertinent to this Agreement:

(a) access Grantee's financial records and other books, documents, papers, plans, records of shipments, and payments and writings (whether in paper, electronic, or other form);

(b) perform examinations and audits; and

(c) make excerpts, transcripts, and copies.

(2) **Retention.** Grantee agrees to retain and keep accessible all books, documents, papers, plans, records, and writings (with respect to those pertinent to this Agreement, the Funds, and its Proposal) for a minimum of 6 years (or such longer period required by applicable law) following the later of:

(a) this Agreement's termination or expiration; or

(b) the conclusion date of any audit, controversy, or litigation arising from this Agreement.



- (3) Release. Grantee authorizes any incentivizing entity outside of the City to release all relevant information or records concerning the Funds or Proposal to the City, including (without limitation) information on the use of Funds for the Proposal, other incentives offered and received, and inspection results.

7. COVENANTS.

- A. Safeguarding. Grantee agrees to vigilantly safeguard all disbursed Funds and maintain financial controls sufficient to protect them and ensure the Funds are used solely for the Proposal. The City reserves the express right to confirm Grantee's compliance with this **Section 7(A)** at any time during this Agreement's term.
- B. No Future Requests until Completion. Grantee agrees it is not eligible for any other Funding requests until it completes its use of the Funds for the Proposal pursuant to the terms of this Agreement.

8. DEFAULT.

- A. Acts. Grantee agrees it will be in default of this Agreement upon the occurrence of any of the following events:
- (1) Grantee fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement or applicable law;
 - (2) Any representation, warranty, or statement made by Grantee in this Agreement, its Proposal, or in any documents or reports relied upon by the City to monitor implementation of the uses contemplated by the Proposal, the expenditure of the Funds, or Grantee's performance is untrue in any material respect at the time it was made;
 - (3) The City Manager determines Grantee violated or has likely violated provisions of The Dalles Municipal Code;
 - (4) Grantee **(a)** applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, **(b)** admits in writing its inability, or is generally unable, to pay its debts as they become due, **(c)** makes a general assignment for the benefit of its creditors, **(d)** commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), **(e)** files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, **(f)** fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or **(g)** takes any action for the purpose of effecting any of the foregoing listed in this **Section 8(A)(4)**; or



(5) A proceeding or case is commenced, without Grantee's application or consent, in any court of competent jurisdiction, seeking (a) Grantee's liquidation, dissolution or winding-up, or the composition or readjustment of debts, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing listed in this **Section 8(A)(5)** is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Grantee is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

B. Remedies. Upon the occurrence of Grantee's default under **Sections 8(A)(2), (4), or (5)**, or if Grantee's default under **Sections 8(A)(1) or (3)** is not cured within 21 calendar days of the City's written notice (or such longer periods the City may authorize in its sole discretion), the City may pursue any remedies available under this Agreement, at law, or in equity. Specifically, and without limitation, such remedies include termination of the City's obligation to disburse Funds, return of disbursed Funds, payment of interest earned on the Funds disbursed, and declaration of ineligibility for the receipt of future grants or awards from the City. If, as a result of Grantee's default, the City demands return of the Funds or payment of interest earned on the Funding, Grantee agrees to pay the amount upon the City's demand consistent with **Section 5(C)**.

9. GENERAL PROVISIONS.

A. Indemnification. Grantee agrees to indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to Grantee's (including its officers', employees', agents', and subcontractors') activities under this Agreement.

B. Independent Contractor. The Parties agree and acknowledge their relationship is that of independent contracting parties and Grantee is not an officer, employee, or agent of the City (as those terms are used in ORS 30.625 or otherwise).

C. Tax Currency. Grantee agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.

D. Survival. The Parties agree the provisions of this Agreement that, by their sense and purpose, should survive its expiration or termination will so survive; without limitation, such surviving provisions expressly include **Sections 4, 6, and 9(A)**.



- E. Amendment. The Parties agree they may make modifications to this Agreement at any time but only upon their mutual written agreement.
- F. Governing Law and Venue. The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the exclusive venue for all actions relating to this Agreement shall be in the Circuit Court of the State of Oregon for Wasco County.
- G. No Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of that Party's rights or deprive that Party of the right to thereafter insist upon strict adherence to that or any other provision of this Agreement.
- H. Assignment. The Parties agree Grantee shall not assign or transfer any interest in this Agreement without the City's prior written consent and any such assignment or transfer (if approved) is subject to such conditions and provisions the City may deem necessary. Grantee further agrees no City approval of any assignment or transfer shall be deemed to create any obligation of the City in addition to those set forth in this Agreement nor will the City's approval of any assignment or transfer relieve Grantee of any of its duties or obligations under this Agreement. The Parties agree this Agreement binds and benefits the Parties and their respective and permitted successors, agents, and assigns.
- I. Integration. The Parties agree this Agreement represents their full and final understanding and supersedes all prior or contemporaneous negotiations and agreements between them.
- J. Severability. The Parties agree any provision of this Agreement deemed illegal or unenforceable is severed from this Agreement and the other provisions remain in full force and effect.
- K. Counterparts. The Parties agree this Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Continues on next.



L. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

To Grantee: Office Manager
Juntos
400 East Scenic Drive
The Dalles, OR ZIP 97058

IN WITNESS WHEREOF, the Parties have duly executed this **FUNDING AGREEMENT** this ____ day of _____, 2024.

CITY OF THE DALLES

GRANTEE

Matthew B. Klebes, City Manager

Chelsie Gibson, Office Manger

ATTEST:

Amie Ell, City Clerk





Juntos Proposal to City of The Dalles

About Open Campus and Juntos:

Open Campus and Juntos is a program of the Oregon State University Extension Service that provides local access to education through community-based partnerships and culturally relevant programming. Responsiveness and equity are core values reflected in our approach to serving individuals and communities who have not traditionally had access to university resources. Our three overarching goals are:

- College and Career Access
- Degree Completion Support
- Community Development and Engagement

Open Campus and Juntos creates relationships with K-12 students, high schools, colleges and universities, and community partners to promote college and career access. Providing support programs to increase high school and college degree attainment is a priority that ties to increased economic vitality and opportunity.

Juntos para una Mejor Educación (Togher for a Better Education) empowers Latinx students and families around education. Juntos workshops are held at local K-12 schools where administrators and teachers are encouraged to attend and participate. The core curriculum of the workshops includes academic success in high school, the college application process, financial aid and paying for college, family communication and goal setting, and preparing for the transition from high school to post-secondary opportunities. Content is delivered entirely in Spanish by bilingual/bicultural facilitators and the program is designed to honor the cultural wealth and lived experience of Latinx families. Since its establishment in Oregon in 2012, Juntos has expanded to include over 34 communities across 20 counties, serving over 6,000 participants. Historically, students completing the workshop series exceed 90% high school completion and have higher college-going rates than their district averages. Many communities with established Juntos programs credit this collaboration for overall increases in Latinx high school completion, post-secondary access, and family engagement.

The Juntos program is important to Oregon because it is designed with our communities and our partners to address the challenges that impact the academic success of the growing population of Latinx youth. Oregon's demographics are on pace to change dramatically in coming years. Latinx youth currently represent 22% of Oregon students K-12 and are projected to grow to 42% by 2030. Research shows that Latinx youth are at a greatest risk for dropping out of school between 9th and 10th grade. Open Campus and Juntos programming engage students beginning in middle school and throughout their educational journeys to provide long-term support and help students through key transition periods.



Programs including Juntos workshops, college visits, and summer camps are provided free of charge to participants. When feasible, meals and childcare are offered to minimize barriers to participation and encourage the whole family to attend. Investment from Oregon State University and our community partners enables us offer impactful experiences for students and families. Pre-college activities such as STEM enrichment, trips to colleges and leadership development often have high financial costs, are require long-distance transportation, or are not accessible to Spanish-speaking parents and students. Open Campus and Juntos help make these high-impact experiences more equitably available in our communities, especially historically under-served populations and first-generation students.

The Impact in The Dalles, 2021-2022:

- This past year we held one Juntos cohort each for middle and high school families in The Dalles. A total of 39 families were reached. Juntos workshops are a foundational element of our work because they engage parents and students together in the college-going process and provide Spanish-speaking parents access to culturally- and linguistically responsive information.
- Each school year there is an active Juntos club in The Dalles, which has reached a total of 134 unique students since 2021. The club has been particularly values to the Juntos program in The Dalles because many parents in this area work in agriculture and have experienced difficulties attending evening workshops as a family. Topics covered in the Juntos club include college planning, Latinx culture and identity, career exploration, and leadership skills development. Of the 56 students from the class of 2020-22 who have participated in the Juntos club, we have confirmed high school graduation for 95% of these students and know that at least 82% have attended college.
- 21 students from The Dalles attended the virtual Juntos Family Day in the spring of 2021. We are expecting a large contingent to attend the upcoming Juntos Family Day at Oregon State University this spring.
- Since 2020, Andrea (current Juntos Coordinator) provided individual success coaching for over 60 students. Many of these students are enrolled in the Migrant Education Program or receiving mentoring through the ASPIRE program. These students receiving advising on financial aid, applying for college, and resources for first-generation college students.
- 25 families from The Dalles Middle School participated in a transition program, preparing for entering high school. After completing the program, over 90% of parents said they felt ready for their child to go to high school and 85% of students said their parents were more prepared for the transition.
- In the Fall of 2022, 37 students from The Dalles went on organized visits to Western Oregon University, Oregon State, University, and/or the University of Oregon. Following these visits, 85% of students said they could see themselves on a post-secondary



pathway. These trips also focused on building self-efficacy around affording to go to college and accessing student support resources.

How OCJ meets the city's goals:

Open Campus and Juntos are well-aligned with the City of The Dalles Goals, particularly:

1. We work and partner with governmental agencies and non-profits to improve coordination of services and open communication
2. Promote economic development opportunities which will provide jobs and enhance community livability
3. Encourage civic responsibility and promote health and public safety through programs, partnerships, plans and policies

A recent example of a successful partnership in The Dalles that promotes job access and civic responsibility is Juntos MedQuest Camp, a healthcare exploration day camp for Juntos students in grades 11th and 12th grade. MedQuest will be put on with the support of Northeast Oregon Area Health Center. Twenty students will have the opportunity to do clinical and non-clinical shadows with a local non-profit health center, One Community Health and a local behavioral agency, Mid-Columbia Center for Living. They will also have the opportunity to get trained in first aid and CPR by Mid-Columbia Fire and Rescue. The goals of Juntos MedQuest Camp are to contribute to local development and workforce participation, expose students to the local healthcare workforce, and create connections to future employers.

Students who have participated in Juntos recognize the value to their families and communities of pursuing higher education and careers. Many alumni have expressed interest in returning to The Dalles and serve the community. Juntos also provides facilitators and partners with opportunities for professional development and cultural exploration. These quotes (shared with permission) illustrate how Juntos motivates students, builds leadership skills, and contributes to community vitality in The Dalles.

“Juntos helped prepare me for the college application process and gave my family and me the support system necessary to apply for scholarships and college. As a first-generation student, my family and I had no idea how to navigate my journey to higher education. Still, thankfully I had multiple workshops and club meetings that helped walk me through all the different aspects of applying for college. I also developed interpersonal and leadership skills by being a part of the Juntos program and helping provide more students with the resources for higher education. Finally, thanks to Juntos I was able to apply for college and now go to Western Oregon University and hope to become a teacher to keep supporting the community of The Dalles and the future generations that are coming through the education system.”-**Gheraldy Bobadilla, Juntos Alumni**



“Juntos definitely made a major impact on my decision to go to college. I think because I was heavily involved in Juntos and I was on the council my senior year, it not only forced me to step out of my comfort zone, but it also helped me share the journey of being a first-generation college student and figuring it out along with my classmates. I definitely think it helped my community because Juntos definitely connected me with Oregon State, therefore, when we did college visits specifically at Oregon State, I knew that I would be walking these halls one day. I believe that if it hadn't been for my mentor Andrea and Juntos connecting me with Oregon State, I would not have thrived as much as I do now at a different institution. It's so crazy to think that I almost have a year and a half to graduate from Oregon State, and I'm so thankful somebody cared enough to expose me to and encourage me to pursue higher education. As for the impact on my family, it's an absolute blessing to be the first in my family to attend higher education. It's a really special feeling to be an example for my family and my siblings that it's definitely possible, and I give the biggest thanks to Juntos and Andrea.” -**Quetza Juarez, Juntos Alumni**

“I first got involved with Juntos it was 2014 or 2015. My mom was really involved in school and was always finding resources for us to succeed in school. One day she heard about Juntos and she dragged me to the Juntos workshop for Middle Schoolers. From there, she made sure I joined the Juntos High School club. Juntos had a tremendously positive impact on my post-secondary education. It opened so many doors for me and helped me acquire many skills that helped me succeed in High school and undergrad. I graduated high school the spring of 2017 and I graduated from OSU in the fall of 2020. I graduated with my Bachelor of Science in Psychology; I am currently a Second grade Dual Language teacher.

Being a Juntos facilitator has been so much fun! My fellow crew members are such fun, intelligent, and amazing women, and I really enjoy their company. Apart from it being fun, it has also been super rewarding and nostalgic. Every time I get ready for a session, I remember joining every session with my mom when I was in High school, and I get filled with gratitude. I also feel very thankful that I get to give back to my home community and help other students succeed. I hope to impact families by showing them that higher education is obtainable for our community. I hope to have a positive impact on the students by motivating them and helping them build the tools they need to be successful. But my biggest hope is to move parents to believe in their students and support them in every step of the way.” - **Jaimie Esiquio, Juntos Alumni**



Our ask

Statewide, The Juntos program has been impacted by the rising costs of programming and reduction in budget our school partners are experiencing. We are seeking \$10,000 from the city of The Dalles to continue to provide the core Juntos program components of college and career programming for the residents of the city. Programming costs include supplies, transportation, facilitator hours, childcare, meals, marketing materials, translations and more.

These funds would support family engagement curriculum for middle school and high school students, college visits, individual college/career mentoring, and Juntos Family Night events. New events supported by the funds would be expanding opportunities to participants for summer programming. To align with the goals of the city, civic engagement opportunities for youth participants would be a collaboration we would be interested in with the City of The Dalles.

Juntos 6 Week Budget High School Curriculum. Average 40 hours per cohort. Recommended size is 15 to 20 families

	Session Costs	Totals
Juntos Facilitators (2 recommended)	80 hrs.@ \$25/hour (2 facilitators for 6 weeks)	\$2000
Childcare	\$20/hour (3 hours per session)	\$360
Food	\$500 per session (depending on # of participants)	\$3000
Print materials and binders	\$250 per cohort	\$250
	Total	\$5,610

Juntos College Visits and Juntos Day Camp

	Session Costs	Totals
Marketing Supplies		\$200
Juntos Camp		\$1000
Transportation	Gas cards, bus rental through Schools	\$3,190
	Total	\$4,390

= \$10,000