

December 4, 2023
6:30 P.M.

- 1.0 ROLL CALL Dena Crowell
Zone 1, Carie Simon; Zone 2, Tony Isom; Zone 3, Parker Leigh; Zone 4, Suzanne Parker;
Zone 5, Jason Curtis; Zone 6, Kirt Glenn; Zone 7, David Karo
- 2.0 AGENDA David Karo
2.1 Agenda Adjustment David Karo
2.2 Adopt Board Agenda David Karo
- 3.0 GOOD OF THE ORDER / COMMUNICATIONS David Karo
3.1 ASB Report ASB Representative
3.2 Community Partnerships Michelle Isom
3.3 LBL/ESD Communications Jason Hays
3.4 Community Bond Advisory Committee Wenaha Group
3.5 ~~Building Report~~ Joel Sauter
3.6 Integrated Guidance Report - High School Success Candace Pelt
- 4.0 ACTION / BUSINESS David Karo
4.1 Approve November Regular Board Minutes David Karo
4.2 Approve Community Bond Advisory Committee Candace Pelt
4.3 Staff Acknowledgements Candace Pelt
4.4 Approve Licensed Hire Candace Pelt
4.5 Acknowledged Staff Positions and Pay Celeste Van Cleave
4.6 Approve Grant Agreements for SIA and HSS Candace Pelt
4.7 Approve February Bwd Mtg to Feb 19th \$
February 5th work session
- 5.0 REPORTS David Karo
5.1 Financial Report Celeste Van Cleave
5.2 Superintendent Candace Pelt
- 6.0 AUDIENCE COMMENTS David Karo
The Board is interested in hearing from our community. Public comments are welcome at the specified place on the agenda. Comments need to be about district operations and programs. The Board is unable to hear in open session any matters related to personnel or students. If you have personnel concerns, please share those directly with the superintendent. If you have a complaint, you wish the district to address, please follow our policy KL (public) or GBM (staff).
6.1 Board Chair Responses David Karo
- 7.0 RECESS TO EXECUTIVE SESSION David Karo
Under the Authority of ORS 192.660 (2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

8.0 RECONVENE TO REGULAR SESSION

David Karo

9.0 ADJOURN

David Karo

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 72 hours before the meeting to Dena Crowell, Executive Assistant, 32433 Hwy 228, Halsey Oregon, 97348, 541-657-8192. If needed, you may contact the Oregon Telecommunications Relay Service at 1-800-735-9200 for assistance in contacting the District. Central Linn is an equal opportunity educator and employer.

AGENDA EXPLANATIONS

3.4 **Community Bond Advisory Committee** - Review committee process and timelines. Establish charge for a Community Bond Advisory Committee to review options for potential capital construction bond measure to address facilities needs.

4.2 **Approve Community Bond Advisory Committee** - The creation of the CBAC requires an approval of the board. The CBAC will comprise of 15-20 community members, plus staff, to consider options for submitting a potential capital construction bond to voters by May 2025. See enclosed CBAC document.

4.3 **Staff Acknowledgements** - Acknowledge the resignation of Jordan Meyer, Social Studies/ELA Teacher and the resignation of Kirt Glenn, Junior High Cross Country Coach and Zabien McKee, Technology Director.

4.4 **Approve Licensed Hire** - We are currently in the process of hiring and plan to have a name of hired recommendation to the board by Monday at the December Board Meeting.

4.5 **Acknowledge Staff Positions and Pay** - Enclosed is a listing of all employees, including coaches, with salary information. Auditors request that the school board review this information annually.

UPCOMING EVENTS

Next Board Meeting - January 8th, 2024 @ 6:30 p.m. at CLES Conference Room and via Zoom.

Central Linn Elementary Building Report

December 2023

1. Changes to this year
 - a. Playground updates
 - b. Movement Lab
 - c. Office Changes
 - d. Dedicated meeting times
 - e. Inclusion

2. Family Engagement Night Report

3. Professional Development Opportunities
 - a. South Dakota
 - b. Klamath Falls

1.0 FLAG SALUTE/ROLL CALL

On November 13, 2023 Chair Karo called the meeting to order at approximately 6:30 p.m. in the Central Linn High School Cafeteria and via Zoom.

Members Present: David Karo, Tony Isom, Kirt Glenn, Suzy Parker, Jason Curtis, Carie Simon, Parker Leigh

Others Present: Candace Pelt, Dena Crowell, Celeste Van Cleave, Tia Parrish, Dean Rech, Alena Fitzmorris, Joselyn Morales

2.0 AGENDA

2.1 Agenda Adjustments: Removal of 3.2, Community Partnerships

2.2 Adopt Board Agenda: Director Leigh made a motion to adopt the November Board Agenda, as amended. Director Parker second the motion. Motion passed 7-0.

3.0 GOOD OF THE ORDER/COMMUNICATIONS

3.1 ASB Report: Joselyn Morales and Alena Fitzmorris, ASB Representatives, reported on Halloween week ASB activities and on the ASB Leadership Conference held in Seaside.

3.3 Building Report: Jr/Sr High Principal, Dean Rech, reported on student activities and achievements as well as announced athletic accomplishments.

3.4 Integrated Guidance Report: Dr. Pelt reported on the Student Investment Account (SIA) Annual Report and highlighted the improvement of progress markers. Dr. Pelt announced that this is the last individual SIA reporting and going forward it will be reported within Integrated Guidance.

3.5 Walk Through Debrief: Chair Karo reported on his experience participating in a Leadership Elementary walk through where he observed two classroom instruction times.

3.6 Small Schools Teacher of the Year Nomination: Dr. Pelt announced that First Grade Teacher, Wendy Cortright, was nominated for Teacher of the Year for the Oregon Small Schools Association.

4.0 ACTION/BUSINESS

4.1 Approve Minutes of the October Regular Board Meeting: Director Parker made a motion to approve the October Regular Board Meeting. Director Curtis second the motion. Motion passed 7-0.

4.2 Acknowledge Staff Changes: The Board acknowledged the hire of Ben Hughes, Assistant Varsity Wrestling Coach; Ryan Geider, Junior High Softball Coach and the resignation of Janessa Evans, Educational Assistant.

4.3 OSBA Elections: Vice Chair Isom made a motion to not forward candidate Sarah McDonald to the OSBA Legislative Policy Committee. Director Parker second the motion. Motion passed 7-0.

4.4 **Adopt OSBA Resolution 1:** Vice Chair Isom made a motion to adopt OSBA Resolution 1, which creates the Oregon Rural School Board Members Caucus. Director Curtis second the motion. Motion passed 7-0.

4.5 **Adopt OSBA Resolution 2:** Chair Karo made a motion to adopt OSBA Resolution 2, which adopts amended OSBA Bylaws. Director Leigh second the motion. Motion failed 3-1-3. Director Glenn, Chair Karo and Director Leigh - Voted In Favor. Director Curtis - Voted Not in Favor. Director Simon, Director Parker and Vice Chair Isom abstained from voting.

4.6 **Adopt Board Policy:** Director Leigh made a motion to adopt Board Policies: IK, Academic Achievement; IKF, Graduation Requirements; and KG, Community Use of District Facilities, as presented. Director Glenn second the motion. Motion passed 7-0.

4.7 **Delete Board Policy FL, Use of School Facilities and FL-AR, Regulations and Fee Schedule for Use of CL School Buildings and Facilities:** Director Curtis made a motion to delete Board Policy FL, Use of School Facilities and FL-AR, Regulations and Fee Schedule for Use of CL School Buildings and Facilities. Vice Chair Isom second the motion. Motion passed 7-0.

5.0 **REPORTS**

5.1 Financial Report: Celeste Van Cleave, Business Manager, informed the board that the Early Literacy Grant budgeted for \$100,000 but is coming in at \$42,000 and that the HVAC bids are over budget as well. Money from contingency will be used to cover the overages.

5.2 Superintendent: Superintendent Pelt reported today being the first weekly meeting with ESSEX Construction and stated that it will be 161 days from contract issuance to substantial completion. Currently, the district is finalizing the HydroTemp contract with substantial HVAC completion by Winter Break. A community listening session is planned for tomorrow to hear from families and community members on instructional times. After gathering feedback from students, staff and the community, a committee will be formed to make a recommendation to the board by March 2024. Finally, Dr. Pelt provided an update on the Strategic Plan Pillars.

6.0 **AUDIENCE COMMENTS**

No Comments Given

6.1 **Board Chair Response:** None

7.0 **ADJOURN**

With no further business before the Board, Chair Karo adjourned the meeting at approximately 7:31 p.m.

Dena Crowell, Board Secretary

David Karo, Board Chair

Date Approved



Central Linn School District
32433 Hwy 228, Halsey, OR 97348
www.centrallinn.k12.or.us

Central Linn School District Charge for the Community Bond Advisory Committee

1. Overview: The Central Linn School District Superintendent shall establish a “Community Bond Advisory Committee,” comprised of 15-20 community members, plus necessary administrative and support staff, to consider options for submitting a potential capital construction bond to voters in May 2025. The Superintendent will serve as liaison to the group.

2. Type of Committee: This is a Superintendent’s Committee, that may submit a recommendation to the School Board.

3. Charge: The School Board is considering a potential capital construction bond measure to address facilities needs and consider additional facilities space.

The charge of the Community Bond Advisory Committee is to consider various options for a new bond proposal. The committee will meet 8-9 times from January-December 2024 and will:

- Review the facilities needs identified in the District’s Facilities Assessment;
- Consider options for financing a potential bond, including amount of bond and length of payback period;
- Develop a timeline and long-term plan for addressing capital improvement projects relating to facilities needs;
- Consider community feedback in creating the recommendation; and
- Recommend to the School Board a potential bond package that could be submitted to voters.

4. Authority: The committee will make a recommendation to the School Board, but will have no independent authority to obligate District funds or issue directions to the District’s administration. The committee’s recommendations will be used to inform decisions made by the Superintendent and the School Board.

5. Duration of Charge: The committee will meet 8-9 times from January-December 2024 and will submit a recommendation to the School Board on or before December 31, 2024.

6. Committee Appointments: Appointments are made by the Superintendent and are intended to last the duration of the committee’s work. The makeup of the committee will include representatives from a variety of community stakeholder groups.

Dr. Candace Pelt
Superintendent

LICENSED STAFF 2023-2024

Name	Description	FTE	Col Head	Row Head	Amount
ADAMS, PATRICIA ANN	Teacher - 7/8 STEM	1.00	[BA+60/MA]	P	\$76,198.00
ARNOLD, MARY H	Teacher - Special Ed	1.00	[BA+105/MA+45]	G	\$62,258.00
BANEY, KATTI R	Teacher - Kindergarten	1.00	[BA+60/MA]	E	\$53,983.00
BANEY, RODNEY A	Counselor	1.00	[BA]	B	\$43,979.00
BRANSON, DEBORAH E	Teacher - 4th grade	1.00	[BA+75/MA+15]	P	\$78,865.00
CLEARY, ROBERT R	Teacher - Math	1.00	[BA+60/MA]	C	\$50,443.00
CLEVELAND, KELLY J	Teacher - Social Studies	1.00	[BA+60/MA]	K	\$64,312.00
COATNEY, MARTIN G	Teacher - CLEAR	1.00	[BA+60/MA]	M	\$68,826.00
CORNMAN, JULIENE M	Teacher - Special Ed	1.00	[BA+60/MA]	P	\$76,198.00
CORTRIGHT, WENDY L	Teacher - 1st grade	1.00	[BA+105/MA+45]	M	\$76,309.00
CUNNINGHAM, COURTNEY N	Teacher - grades 5/6	1.00	[BA+60/MA]	D	\$52,183.00
CURTIS, SARAH B	Teacher - Special Ed	1.00	[BA+60/MA]	G	\$56,153.00
DAVIS, DEBORAH K	Teacher - 6th grade	1.00	[BA+60/MA]	P	\$76,198.00
DAY, MICHAEL W	Teacher - PE	1.00	[BA]	K	\$58,006.00
DEMIANEW, JOSEPH L	Teacher - Music	1.00	[BA+60/MA]	P	\$76,198.00
DERRICKSON, JAMIE LYN	Teacher - 5th grade	1.00	[BA+75/MA+15]	O	\$76,235.00
EDWARDS, SHANNON M	Teacher - 2nd grade	1.00	[BA+60/MA]	D	\$52,183.00
FARRIS, WENDI A	Teacher - Health	1.00	[BA]	G	\$50,647.00
GARLAND, JOYCE E	Teacher - English	1.00	[BA+60/MA]	P	\$76,198.00
GUERRERO, MARIA CATALINA	Teacher - Spanish	1.00	[BA+105/MA+45]	L	\$73,764.00
HARTE, SUSAN I.C.	Counselor	1.00	[BA+60/MA]	F	\$54,280.00
HOLMES, NANETTE M	Teacher - 7/8 Humanities	1.00	[BA]	C	\$45,497.00
KILDEA, DEANNA B	Teacher - grades 1/2	1.00	[BA+60/MA]	F	\$54,280.00
KJOSNESS, ALICHELEN R	Teacher - 3rd grade	1.00	[BA+60/MA]	F	\$54,280.00
KLEIN, LEAH A	Teacher - grades 3/4	1.00	[BA+60/MA]	D	\$52,183.00
KOEHNEN, STUART WESTON	Teacher - Kindergarten	1.00	[BA+30]	K	\$60,036.00
LEATHERMAN, MIRANDA K	Teacher - Math	1.00	[BA+60/MA]	C	\$50,443.00
LUX, TAMI A	Teacher - Special Ed	1.00	[BA+105/MA+45]	E	\$58,174.00
MEYER, JORDAN N	Teacher - English/ Social Studies	1.00	[BA]	B	\$43,979.00
PARKER, DARRELLE MARIE	Teacher - Life Science	1.00	[BA+90/MA+30]	N	\$76,272.00
RAMSEY, JESSICA DAWN	Teacher - Agriculture	1.00	[BA+60/MA]	K	\$64,312.00
RANK, LARYSA R	Teacher - Music	1.00	[BA+105/MA+45]	G	\$62,258.00
ROTH, STEPHANIE M	Reading Specialist	0.74	[BA+60/MA]	D	\$38,615.42
SMITH, KATHARINE E	Teacher - Agriculture	1.00	[BA+105/MA+45]	L	\$73,764.00
SMITH, ZACHARY	Teacher - Social Studies/PE	0.87	[BA]	B	\$38,261.73
WALTER, TIMOTHY P	Teacher - Music	0.50	[BA+60/MA]	P	\$38,099.00
WEBER, DENA ELAINE	Teacher - PE	0.82	[BA+45]	M	\$54,529.18

CLASSIFIED STAFF 2023-2024

Name	Description	FTE	Row Head	Col Head	Rate	Hours Per Day	Position Days
ARCHER, CLINTON C	Facilities Technician	1.000	C	7	\$18.13	8.0000	260
ARCHER, LAURI A	Secretary - HS	1.000	C	10	\$19.52	8.0000	218
ARCHER, SUZANNE M	Cook	0.550	C	10	\$19.52	5.5000	162
BANEY, JALEN A	Educational Assistant	0.725	E	3	\$14.66	7.2500	162
BANEY, JIANNA C	Educational Assistant	0.750	E	3	\$14.66	7.5000	162
BATEMAN, MARIAROSA P	Educational Assistant	0.750	E	8	\$17.52	7.5000	162
BAZE, HEATHER M	Before/After School Program	0.125	E	8	\$17.52	1.2500	162
BAZE, HEATHER M	Educational Assistant	0.650	E	8	\$17.52	6.5000	162
BRANSON, ANYA	Early Literacy Assistant	0.825	E	3	\$14.66	8.0000	114
BRANSON, ANYA	Early Literacy Assistant	0.000	E	3	\$14.66	4.0000	74
BROWN, SANDRA	Educational Assistant	1.000	E	10	\$18.83	8.0000	188
CHAPMAN, NOELLE M	Cook	0.800	C	2	\$16.02	8.0000	162
CHILDS, TYLER B	Facilities Technician	1.000	C	5	\$17.26	8.0000	180
COWDREY, ANN M	Educational Assistant	0.725	E	8	\$17.52	7.2500	162
DAMON, SARAH M	YTP Specialist	0.500			\$21.00	4.0000	215
DAMON, SARAH M	Educational Assistant	0.350	E	7	\$17.13	3.5000	162
DAVIDSON, WANDA M	Student Transporter	0.800	A	8	\$16.02	8.0000	162
DAVIS, GLENDA M	Facilities Technician	1.000	C	3	\$16.42	8.0000	260
DUNCAN, ASHLIE N	Before/After School Program	0.150	E	3	\$14.66	1.5000	162
DUNCAN, ASHLIE N	Educational Assistant	0.650	E	3	\$14.66	6.5000	162
EVANS, JANESSA V	Before/After School Program	0.175	E	3	\$14.66	1.7500	64
EVANS, JANESSA V	Ed Asst Title I	0.675	E	3	\$14.66	6.7500	64
FARRIS, LEVI S	Educational Assistant	0.750	E	7	\$17.13	7.5000	139
GEIDER, RYAN M	Facilities Technician	1.000	C	10	\$19.52	8.0000	260
HUFF, GINA M	Educational Assistant	0.725	E	10	\$18.83	7.2500	162
ISOM, LARRY AUGUSTUS	Educational Assistant	0.750	E	7	\$17.13	7.5000	162
KEYSER, LEISA A	Department Secretary	0.250	C	8	\$18.58	2.0000	218
KEYSER, LEISA A	Secretary - Elem	0.750	C	8	\$18.58	6.0000	218
KRUSE, DAVID LEE	Mechanic	0.600	D	9	\$21.67	6.0000	217
LATHROM, KALLINA G	Educational Assistant	0.725	E	8	\$17.52	7.2500	162
LAW, VANESSA M	Bus Monitor	0.575	A	6	\$15.25	5.7500	137
LEE, JESSE P	Facilities Technician	1.000	C	5	\$17.26	8.0000	260
LEOPARD, BEVERLY ANN	Food Service Asst	0.100	E	10	\$18.83	1.0000	162
LEOPARD, BEVERLY ANN	Educational Assistant	0.650	E	10	\$18.83	6.5000	162
LINCOLN, DAWN M	Bus Driver	0.700	F	10	\$21.52	7.0000	162
LOVVORN, TAMMY L	Bus Driver	0.650	F	7	\$19.63	6.5000	41
MARCIOCCHI-JAMES, GINA R	Educational Assistant	0.725	E	2	\$14.32	7.2500	162
MARSHALL, TASHA	Educational Assistant	0.750	E	5	\$15.88	7.5000	162
MCMILLEN, KATIE MARIE	Educational Assistant	0.725	E	5	\$15.88	7.2500	162
MUNOZ, AMANDA B	Department Secretary	1.000	B	10	\$18.18	8.0000	218
NELSON, KIM D	Bus Driver	0.700	F	6	\$19.19	7.0000	162
OFFUTT, AMY N	Educational Assistant	0.725	E	3	\$14.66	7.2500	162
PORCH, DELORES F	Office Aide	0.375	A	8	\$16.02	3.7500	176
PUGH, TRACEY	Library Tech	0.725	E	8	\$17.52	7.2500	162
REYNOLDS, KATHLEEN I	Bus Driver	0.600	F	7	\$19.63	6.0000	162
ROBINSON, HELEN L	Ed Asst Title I	0.350	E	8	\$17.52	3.5000	162
SCHACK, JILL M	Educational Assistant	0.375	E	3	\$14.66	3.7500	162
SMITH, KIMBERLY S	Ed Asst Title I	0.725	E	10	\$18.83	7.2500	162
TASKINEN, NANCY C	Bus Driver	0.700	F	10	\$21.52	7.0000	162
THIBEDEAU, CINDY R	Bus Driver	0.700	F	10	\$21.52	7.0000	162
TRAVIS, RACHAEL M	Secretary - Elem	0.800	C	4	\$16.83	8.0000	185
VANLEEUVEN, NICOLE M	Before/After School Program	0.100	E	10	\$18.83	1.0000	162
VANLEEUVEN, NICOLE M	Educational Assistant	0.775	E	10	\$18.83	7.7500	162
WALTON, JO LYNE	Distance Learning	0.375	E	10	\$18.83	3.7500	162
WALTON, JO LYNE	Library Tech	0.375	E	10	\$18.83	3.7500	162

ADMINISTRATION 2023-2024

Name	Description	FTE	Amount	Position Days
HAMPTON, RACHEL M	Student Services Director	1.00	\$108,675.00	225
PEREZ, CANDACE DEANNE PELT	Superintendent	1.00	\$150,000.00	255
RECH, DEAN A	Principal - HS	1.00	\$119,025.00	225
SAUTER, JOEL M	Principal - Elem	1.00	\$119,765.00	225
WISE, KEVIN L	Vice Principal	1.00	\$88,715.00	225

CONFIDENTIAL STAFF 2023-2024

Name	Description	FTE	Amount	Position Days
CROWELL, DENA R	Executive Assistant	1.00	\$60,000.00	255
VAN CLEAVE, CELESTE LOUISE	Business Manager	1.00	\$115,000.00	255

NON-REPRESENTED STAFF 2023-2024

Name	Description	FTE	Amount	Position Days
CHAPMAN, CINDY M	Supervisor - Food Service	1.00	\$46,575.00	185
EVANS, CHANDRA D	Early Learning and Enrichment Supervisor	1.00	\$60,000.00	222
MCKEE, ZABIEN	Technology Director	1.00	\$45,000.00	260
SHANNON, JAMES J	Maintenance	1.00	\$62,100.00	260
TRZCINSKI, JOANNE	Wellness Coordinator	1.00	\$56,969.98	211
VANDERSTELT, GARY CORNELIUS	Transportation Supervisor	1.00	\$60,000.00	250
WARREN, ROCHELLE M	Nurse	0.50	\$47,450.00	73
WIXOM, JONI L	Accounting Assistant	0.50	\$40,000.00	208

EXTRA DUTY/ EXTENDED RESPONSIBILITY ASSIGNMENTS 2023-2024

Name	Description	Amount
SMITH, KATHARINE E	AG Teacher Extended Year	\$1,500.00
ARCHER, LAURI A	Athletic Secretary	\$3,000.00
PARKER, DARRELLE MARIE	AVID Director	\$3,000.00
BROWN, SANDRA	Before/After School Program	\$5,000.00
DEMIANEW, JOSEPH L	Drama Advisor	\$2,155.00
PARKER, DARRELLE MARIE	FFA Advisor	\$1,500.00
SMITH, KATHARINE E	FFA Advisor	\$3,000.00
PARKER, DARRELLE MARIE	FFA Summer Duty Extended Contract	\$4,579.20
SMITH, KATHARINE E	FFA Summer Duty Extended Contract	\$4,453.44
EVANS, CHANDRA D	Home Visits	\$600.00
RANK, LARYSA R	Instrumental Music Director	\$2,155.00
ADAMS, PATRICIA ANN	Junior High Activities Advisor	\$425.50
HOLMES, NANETTE M	Junior High Activities Advisor	\$425.50
ADAMS, PATRICIA ANN	Junior High Head Teacher	\$2,500.00
GUERRERO, MARIA CATALINA	Latino Family Liason	\$1,646.00
PARKER, DARRELLE MARIE	NHS Advisor	\$905.00
CUNNINGHAM, COURTNEY N	Outdoor School	\$1,077.50
DAVIS, DEBORAH K	Outdoor School	\$1,077.50
COATNEY, MARTIN G	Prep Period Teacher	\$11,700.42
ARCHER, LAURI A	Senior Class Advisor	\$905.00
CLEVELAND, KELLY J	Student Government Leadership 9-12	\$1,508.00
DEMIANEW, JOSEPH L	Vocal Music Director	\$2,155.00

COACHING STAFF 2023-2024

Name	Description	Row Head	Col Head	Amount
ISOM, KAITLYN	Varsity Cheer Fall	Head Varsity	Step 1	\$3,350.00
ERICKSON, CHRISZMA L	JH Cheer Fall	Head Junior High	Step 2	\$2,100.00
NEAL, JOHNNNA W	Varsity Cross Country	Head Varsity	Step 3	\$3,750.00
GLENN, KIRT M	JH Cross Country	Head Junior High	Step 3	\$2,250.00
DAY, MICHAEL W	Varsity Football			\$2,000.00
SMITH, ZACHARY	Varsity Football			\$1,500.00
BANEY, RODNEY A	Assistant Football			\$1,500.00
LEE, JESSE P	Assistant Football			\$1,000.00
SHORT, SCHUYLER L	JH Football	Head Junior High	Step 0	\$1,800.00
SCHNEITER, HANS PETER	Varsity Boys Soccer	Head Varsity	Step 3	\$3,750.00
DURINGER, TIMOTHY A	Assistant Boys Soccer	Assistant Varsity	Step 3	\$2,250.00
FARRIS, WENDI A	Varsity Girls Soccer	Head Varsity	Step 1	\$3,350.00
LEATHERMAN, MIRANDA K	Assistant Girls Soccer			\$975.00
MEYER, JORDAN N	Assistant Girls Soccer			\$900.00
GASKEY, JACOB S	JH Soccer	Head Junior High	Step 0	\$1,800.00
CUNNINGHAM, COURTNEY N	Varsity Volleyball	Head Varsity	Step 1	\$3,350.00
NORTHERN, HOLLY A	Assistant Volleyball	Assistant Varsity	Step 3	\$2,250.00
LESTER, BRYEANNA M	JH Volleyball	Head Junior High	Step 1	\$1,950.00
ROTH, SCOTT A	Varsity Boys Basketball			\$2,650.00
DEBBAN, CONNER	Assistant Boys Basketball			\$1,300.00
FARRIS, WENDI A	Varsity Girls Basketball	Head Varsity	Step 3	\$3,750.00
BANEY, RODNEY A	Assistant Girls Basketball			\$1,125.00
BROWN, KEVIN D	Assistant Girls Basketball			\$1,125.00
GASKEY, JACOB S	JH Boys Basketball	Head Junior High	Step 1	\$1,950.00
MCLAUGHLIN, KELLY J	JH Girls Basketball	Head Junior High	Step 3	\$2,250.00
ISOM, KAITLYN	Varsity Cheer Winter	Head Varsity	Step 1	\$3,350.00
ERICKSON, CHRISZMA L	JH Cheer Winter	Head Junior High	Step 2	\$2,100.00
BURCHFIELD, DUSTIN R	Varsity Wrestling	Head Varsity	Step 2	\$3,550.00
HUGHES, BENJIMAN A	Assistant Wrestling	Assistant Varsity	Step 0	\$1,800.00
ARCHER, CLINTON C	JH Wrestling	Head Junior High	Step 2	\$2,100.00
ISOM, LARRY AUGUSTUS	Varsity Baseball	Head Varsity	Step 2	\$3,550.00
BENNETT, THOMAS J	Assistant Baseball	Assistant Varsity	Step 1	\$1,950.00
ARCHER, CLINTON C	JH Baseball	Head Junior High	Step 2	\$2,100.00
BANEY, RODNEY A	Varsity Softball	Head Varsity	Step 1	\$3,350.00
DAY, TIFFANI L	Assistant Softball	Assistant Varsity	Step 2	\$2,100.00
DAY, MICHAEL W	Varsity Track	Head Varsity	Step 3	\$3,750.00
SHORT, SCHUYLER L	Assistant Track	Assistant Varsity	Step 2	\$2,100.00
ADAMS, PATRICIA ANN	Assistant JH Track	Assistant Junior High	Step 2	\$1,750.00

STATE OF OREGON GRANT AGREEMENT

GRANT NO. 34065

“High School Graduation and College and Career Readiness Act of 2017”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Central Linn SD 552 (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 190, Agency is authorized to enter into a grant agreement and pursuant to ORS 327.128, Agency is authorized to provide funding for the purposes described in ORS 327.850 to 327.895 for this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to establish or expand programs related to drop-out prevention, career and technical education, and college level education opportunities for students in grades 9 through 12 throughout Oregon.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Brea Cardiel
Office of Education, Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
brea.cardiel@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Candace Pelt
Central Linn SD 552
PO Box 200
Halsey, OR 97348

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2024(the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$202,873.66 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through both the High School Graduation and College and Career Readiness Fund and the Statewide Education Initiatives Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a

request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon.;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

"Third Party Intellectual Property" means any intellectual property owned by parties other than Grantee or Agency.

"Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency's behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

9.4 Real Property. If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information.

Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 - 628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

15.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;

15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 By Grantee.** Grantee may terminate this Grant as follows:
- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Projects activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Deputy Director of Procurement

11/06/2023
Date

Central Linn SD 552

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 6, 2023 via email
Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

Oregon Ballot Measure 98 was approved by voters in 2016 to address Oregon’s low high school graduation rate and expand career-technical course offerings.

To carry out the intent of Measure 98, the High School Success program in the Oregon Department of Education (ODE) serves 230 school districts and charter schools, funding new or expanded career-technical education programs, college-level opportunities, and dropout prevention strategies.

For the 2016-17 school year, which Measure 98 passed, 76% of students graduated within four years. By the end of 2017-18 school year, Oregon’s rate had improved to 78.7% for all students, but disparities in education achievement persist for some populations.

The High School Success team applies ODE’s equity lens to recipients’ self-assessments, plan development, and application processes.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below.

“Act” means the “High School Graduation and College and Career Readiness Act,” 2017 Oregon Laws, Chapter 1, as amended from time to time, inclusive.

“Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the implementation of the Plan and are eligible or permitted uses of the Grant Funds under the Act.

“Integrated Guidance” means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EiIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

“Integrated Plan” means the plan developed following the Integrated Guidance, which includes the High School Success program, and which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities. The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

SECTION III – PROJECT ACTIVITIES

Agency will reimburse Grant Funds only for the Costs of the Project that implement its Integrated Plan during the Performance Period in accordance with the Act and Agency’s approval.

Grantee shall complete and submit to Agency an Integrated Plan for Agency’s review and approval.

Grantee shall make satisfactory progress on Grantee’s approved Integrated Plan.

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit its financial and performance progress reports by the following dates:

Quarter 1 - October 31

Quarter 2 - January 31

Quarter 3 - April 30

Quarter 4/Annual Report - November 30

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

The Grantee shall supply any related or additional reports and information as Agency may reasonably require.

SECTION V – DISBURSEMENT PROVISIONS

Agency will reimburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a cost incurred basis upon receipt of Grantee’s request for reimbursement. Agency suggests reimbursement requests occur on a quarterly basis but Grantee may submit requests for reimbursements any time after Grantee has incurred a reimbursable expense, and as frequently as it wishes. Upon request, Grantee shall provide Agency with proof of payment of the expense incurred and any other supporting documentation Agency requires.

The Grantee shall use the Grant Funds only in accordance with the provision of the Integrated Plan, the Act, and any Oregon Administrative Rules adopted under the authority of the Act.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit B prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an

amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not required

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$3,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient’s activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only

with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

The Grantee/Recipient or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit B.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required Not required

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. 34343

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Central Linn SD 552 (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). ORS 327.175 Student Investment Account (4) Moneys in the Student Investment Account are continuously appropriated to the Department of Education for the purposes of distributing grants under ORS 327.195.

SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Cassie Medina
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
cassie.medina@ode.oregon.gov

4.2 Grantee's Grant Manager is:

Candace Pelt
Central Linn SD 552
PO Box 200
Halsey, OR 97348

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$583,718.41 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating

deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

8.1.1 Grantee is a District duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and

preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section)..
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at

least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed

against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;

- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Common and Customized Framework)
 - Exhibit C (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 1: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Contracting Officer

11/07/2023
Date

Central Linn SD 552

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 7, 2023, via email
Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families, and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

- 1) Meeting students’ mental or behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

“Act” means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

“Allowable Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the implementation of the Integrated Plan and are allowable uses of the Grant Funds under the Act.

“Baseline Targets” means the minimum expectations for improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

“Common Metrics” means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

“Disaggregated” has the meaning given in section 12(a) of the Act.

“Five-Year Completion Rate” has the meaning given in section 12(b) of the Act.

“Focal Student Groups” means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

“Four-Year on-Time Graduation Rate” means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

“Gap Closing Targets” or “Closing Gap Targets” means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the Integrated Plan based on the February 2022 “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives”.

“Integrated Guidance” means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

“Integrated Plan” means the plan developed following the Integrated Guidance, which includes the SIA, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities. The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

“Local Optional Metrics” means additional Progress Markers toward the Common Metrics included in the Integrated Plan.

“Longitudinal Performance Growth Targets (LPGTs)” means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee’s Integrated Plan.

“Ninth-grade On-Track Rate” has the meaning given in section 12(d) of the Act.

“Progress Markers” means sets of indicators set forth in the Integrated Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGTs.

“Regular Attendance Rate” has the meaning given in section 12(f) of the Act.

“SIA Account” means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

“Stretch Targets” means significant improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

“Third-Grade Reading Proficiency Rate” has the meaning given in section 12(g) of the Act.

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee’s Integrated Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2023-2024 School Year, Grantee must begin to implement its Integrated Plan.

Grantee must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students’ health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or \$500,000, whichever is less, of Grantee’s total expenditures.

Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

Grantee must make satisfactory progress on Grantee’s Progress Markers and LPGT described in the Exhibit B.

Grantee must periodically review its progress toward meeting Grantee’s Progress Markers and LPGT described in Exhibit B..

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

Financial Reports

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the performance period.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by September 30 of each grant year, must be returned to Agency for deposit in the Student Investment Account.

Integrated Plan Performance Reporting

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its Integrated Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. Reports include providing Progress Marker updates. The yearly report will be due no later than 60 days after the end of the performance period.

SIA Grant Monitoring

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; Integrated Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a

notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a quarterly basis as outlined below:

Disbursement Date	Quarterly Amount
July 1	25% of funds allocated
October 1	25% of funds allocated
January 1	25% of funds allocated
April 1	25% of funds allocated

If this Grant is not fully executed by July 1, annually, the Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis. While we encourage grantees to draw funds down following the schedule noted above, 100% of funds must be drawn down by June 30th, each year.

Grantee must submit its financial and performance progress reports by the following dates:

October 31

January 31

April 30

November 30 (Annual Report)

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee’s Financial Audit was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Second Quarterly Report.

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee’s Annual Report was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Annual Report.

Grantee must post its Annual Report to Grantee’s webpage.

EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK CENTRAL LINN SD 552

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly/annual reports. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. **“Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **“Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. **“Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

A. Start to See: Early Signs of Progress

1	Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.
2	Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.
3	Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations.
4	Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.

B. Gaining Traction: Intermediate Changes

5	Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what "9th grade on-track" means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education.
6	Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.
7	Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.
8	Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students' learning. Digital resources are being used with fidelity to advance learners' engagement with instruction.
9	A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement . School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.
10	Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators.

C. Profound Progress: Substantial and Significant Changes

11	Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.
12	Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.
13	Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.
14	Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to

	their next steps after high school. Staff members are consistently engaging in action research, guided by student’s strengths and interests, to improve their practice and advance professional learning.
15	Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners’ knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

SECTION II – FINALIZED CO-DEVELOPED LPGTS

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	74.10%	76.00%	77.90%	79.80%	81.70%
Stretch Target: All Students	76.40%	80.60%	84.80%	89.00%	93.20%
Gap-Closing Target: All Focal Group Students	60.40%	63.40%	66.40%	66.40%	72.40%
Five Year Cohort Completion					
Baseline Target: All Students	81.00%	82.00%	83.00%	84.00%	85.00%
Stretch Target: All Students	82.60%	85.20%	87.80%	90.40%	93.00%
Gap-Closing Target: All Focal Group Students	72.80%	75.80%	78.80%	81.80%	85.00%

9th Grade on-Track					
Baseline Target: All Students	69.90%	72.90%	75.90%	78.90%	80.00%
Stretch Target: All Students	74.40%	81.90%	89.40%	93.00%	>95.00%
Gap-Closing Target: All Focal Group Students	52.30%	55.50%	58.70%	61.90%	65.10%
3rd Grade ELA Proficiency					
Baseline Target: All Students	36.40%	37.80%	39.20%	40.60%	42.00%
Stretch Target: All Students	50.30%	53.10%	57.10%	60.50%	63.90%
Gap-Closing Target: All Focal Group Students	36.40%	37.80%	39.20%	40.60%	42.00%
Regular Attenders					
Baseline Target: All Students	74.20%	74.70%	75.20%	75.70%	76.20%
Stretch Target: All Students	74.90%	76.10%	77.30%	78.50%	79.20%
Gap-Closing Target: All Focal Group Students	66.40%	67.60%	68.80%	70.00%	71.20%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they’ve described in their Integrated Plan.

	2023-24	2024-25	2025-26	2026-27	2027-28
Local Optional Metrics					
Four Year Cohort Graduation Gap- Closing Target: Students Experiencing Disabilities	51.20%	54.20%	57.20%	60.20%	63.20%
Four Year Cohort Graduation Gap- Closing Stretch Target: All Focal Group Students	62.40%	67.40%	72.40%	77.40%	82.40%
Four Year Cohort Graduation Gap- Closing Stretch Target: Students Experiencing Disabilities	55%	60%	75.40%	81.40%	87.40%
Five Year Cohort Completion Gap- Closing Stretch Target: All Focal Group Students	73.80%	77.80%	81.80%	85.80%	89.80%
3 rd Grade ELA Proficiency Gap- Closing Stretch Target: All Focal Group Students	40%	42%	54.40%	56.90%	59.40%

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient’s completion and Agency’s acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The Grantee/Recipient or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit C.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.



Superintendent Report to the Central Linn School Board

December 5, 2023

"Pillar"	Goals
<p>Deep Learning: We will facilitate student learning grounded in high expectations, varied experiences, and student curiosity while ensuring access and opportunity for each learner.</p>	<ol style="list-style-type: none"> 1. Personalized Learning and Pathways: All students are supported to achieve their best and explore the path/future they choose. 2. Preparation for the Next Phase of Live: Develop a support structure for academic success with student interest and voice. 3. Increase Engagement: Increase student engagement in their own learning and in the school culture.
<p>Enrichment: We will provide students with opportunities that extend learning beyond the core curriculum.</p>	<ol style="list-style-type: none"> 4. Varied Activities, Pathways, and Programs- Provide supplemental, complementary opportunities for student learning through academics, arts, athletics, and extracurricular activities. 5. Engagement with the Community for Learning: Provide meaningful opportunities for students to learn from and within our community.
<p>Culture for Learning: We will provide a safe and welcoming environment that supports the individual interests and voices of all students.</p>	<ol style="list-style-type: none"> 6. Physical Safety: Provide safe and adequate facilities and infrastructure to meet learning needs. 7. Psychological Safety: Provide clear and accessible behavior expectations and accountability to facilitate a productive learning environment. 8. Emotional Safety: Maintain our small community feel by supporting student voices and participation in shaping their school experience. 9. Inclusivity: Build opportunities for celebrating our diversity and to deepen individual relationships.
<p>Family Engagement: We will be a center of our community by providing effective communication and engagement opportunities.</p>	<ol style="list-style-type: none"> 10. Community Partnerships: Build and maintain community partnerships to connect students and their families beyond our school facilities. 11. Communication: Provide coherent and accessible communication for students, families, and our community. 12. Support for Diverse Parent Needs: Provide families with training and support to facilitate their child's learning.
<p>Extraordinary Staff: We will develop all staff to contribute to a professional community dedicated to service and professional growth.</p>	<ol style="list-style-type: none"> 13. True Learning Organization: Become a true "Learning Organization" where all staff contribute to solving problems and improving our work. 14. Authentic Feedback for Staff and Support for Growth: Provide all staff with authentic feedback, evaluations, and professional development tied to current and potential future roles.



Strategic Plan Updates

Pillar 1: Engaged Learning

- The Leadership team reviewed Pillar One last Friday. Our focus was understanding the difference between Strategies and Tactics and creating a work plan for each tactic. Attached to this report is the updated progress and work plan. All of this information is being uploaded to a dashboard for better visualization and tracking including a Gantt Chart with deadlines for internal accountability.

Pillar 2: Enrichment

- Our NHS Leadership class has taken steps to move from simply organizing fun activities to modeling leadership across the school. They are currently working on a video for the student body that includes appropriate and humorous messages about school wide behavior expectations including restroom use and cafeteria behavior. Once finished, we will share with the Board.
- Thank you all for the fabulous donations to our leadership class for the purchase of a new video camera. This was a huge morale booster as well as needed for their efforts and work.

Pillar 3: Culture of Learning

- The Leadership Team has started the first PDSA cycle focusing on student voice. One group focuses on Cafeteria options and choices and the other on student behavior and school discipline. Both groups used the student survey results to determine a topic.
 - The new menus and tasting tables at both schools reflect the work of the Leadership team in partnership with our outstanding food service Director, Cindy Chapman.

Pillar 4: Family and Community

- We have begun the first series of listening sessions. We are currently compiling results and will post them online. The committee members are being selected at this time. Both labor groups have an opportunity to have committee members of their choosing. To date, we have vastly different opinions on how we move forward with increasing instructional time. It will be the job of the committee to review all of the information prior to making a recommendation.

Pillar 5: Extraordinary Staff

- Staff from each building have participated in our classroom walk throughs in partnership with the Center for Educational Leadership. They are learning alongside our administrative team. We will continue a plan for expanding opportunities.

Pillar One: Engaged Learning

Goal	
1. All students are supported to achieve their best and explore the path/future they choose.	
Strategies and Tactics	
1. Increase CTE Opportunities	<ol style="list-style-type: none">1. New courses of study with new class variety2. Internships for students3. Trade school/college visits
2. Implement AVID Schoolwide	<ol style="list-style-type: none">1. All staff trained SI2. Staff meetings with teacher presenters
3. Develop MTSS plans	<ol style="list-style-type: none">1. Schedule 100%, 20% meetings2. Small group interventions3. Develop support plan for building reading specialist

	Tactic	Timeline	Resources Needed	Person Responsible
<i>Increase CTE Opportunities</i>	Develop Comprehensive CTE plan *	March 2024	Time scheduled Committee Staffing Master schedule Funding sources Locations	Kevin
	*New courses of study with new class variety	Fall 2024 outlined plan	Utilize student interest Locations staffing	Kevin
	*Survey Student Interest	Quarterly and spring forecasting	Counselor	Dean
	*Summer Internships for students	Summer 2025		James
	*Trade school/college visits	*Identify # in the plan and locations	*Identify # in the plan and locations	James
	School-Day internships for students	Fall 2025	Plan of study and courses underway for students	Dean
	Evaluate enrollment-develop plan for increasing students of color and female students	At each semester	Counselor	Rachel

	Tactic	Timeline	Resources Needed	Person Responsible
<i>Implement AVID Schoolwide</i>	All staff trained in AVID strategies	Fall 2024–HS Fall 2025–ES	Money Time Darrelle Kevin	Rachel
	Create AVID site goals	Fall 2024	Time Darrelle Kelly Kevin	Rachel
	PSDA cycle for AVID implementation	June 2024	AVID site team meetings Staff meetings Darrelle Kelly Marty	
	Plan to facilitate peer observations and feedback aligned with AVID strategies	Jan 2025	Trainings to staff	
	Create a multiple year AVID plan for PD and staff development	June 2024	CCI AVID Site Team timelines	Rachel
	AVID posters and resources for students and teachers	Fall 2024	Money Time	Rachel
	AVID ES training WICOR	Fall 2025	Plan time	Joel
	Communication plan for ES AVID	Fall 2025	Plan time	Joel

	Tactic	Timeline	Resources Needed	Person Responsible
<i>Develop MTSS Plans</i>	Schedule 100%, 20% meetings	Scheduled meetings are on calendar by August 2024	Time to create schedule Input from Reading specialist, behavior specialist, SPED	Joel
	Small group interventions	ES - 30 minutes 4 days a week Jr/Sr Friday's or after school On Master Schedule by August 2024	Designated time for interventions that is non-negotiable	Joel
	Ongoing staffing for intervention specialist position	August 2024	If cuts what are the priorities	Joel
	Plan for identifying students that need supports	Maps testing k-8 Three times a year HS - transcript reviews ES - Dibels Benchmarking and progress monitoring 20% meetings	Purchasing of MAPS and DIBELS assessment programing	Joel
	Develop plan for MTSS in the Jr/Sr High school	Spring 2025	Training for HSS team, admin, ILT	Dean

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2. Develop a support structure for academic success with student interest and voice.

Strategies and Tactics	
<i>Develop Professional Learning Plan</i>	<ol style="list-style-type: none"> 1. Licensed staff plan <ol style="list-style-type: none"> a. Curriculum specific PL 2. Leadership plan <ol style="list-style-type: none"> a. Classroom walkthroughs b. CEL work 3. Paraprofessional plan 4. District Office and Operations Plan 5. Schedule ongoing observations and feedback with PD 6. CEL work and expansion plan
<i>Develop Plan for Gathering Student Voice</i>	<ol style="list-style-type: none"> 1. Create student surveys/ allow students to suggest ideas in a variety of school aspects 2. Provide tools and resources for teachers to include student interest in choice and assignments 3. Tasting table and food service plans to include student choice 4. Rounding with students
<i>Develop plan and utilize to support student success</i>	<p>ACE at Jr/Sr High</p> <p>PBIS at ES</p>

	<p>Plan committee, instruction, and rewards</p> <p>Weekly grade checks with follow up with student and families</p> <p>Develop and use excellent behavior expectations for each building (what does being a great student look like?)</p>
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	Tactic	Timeline	Resources Needed	Person Responsible
<i>Develop Professional Learning Plan</i>	<p>Licensed staff plan</p> <p>a. Curriculum specific PL</p> <p>b. Additional staff to participate in CEL walkthroughs</p>	<p>a) August 2024</p> <p>b) January 2024</p>	<p>Trainers for curriculum specific PL</p> <p>School Calendar for 2024-25</p> <p>Possible coordination with surrounding districts</p> <p>Invitation to licensed staff to participate in CEL walkthroughs</p> <p>Current schedule of CEL walkthroughs</p>	Candace
	<p>Leadership plan</p> <p>a. Classroom walkthroughs</p> <p>b. CEL work</p> <p>c. Admin 1:1</p>	August 2024	<p>School Calendar for 2024-25</p> <p>Scheduling of walkthroughs</p> <p>Connect with CEL coordinator to get scheduling of multi-district events</p> <p>Schedule 1:1 meetings with super through</p>	Candace

			executive assistant	
	Paraprofessional plan	August 2024	School Calendar for 2024-25 Additional wages Focus areas determined Presenters scheduled	Joel
	District Office and Operations Plan	12/31/24	Support/ Enforcement:Determine how does each position supports learning Schedule development meetings	Dena
	Schedule ongoing observations and feedback aligned with PD	June 2025	Scheduled time for feedback 24/25 year List of PD opportunities that have or will be provided.	Dena
	Paraprofessional Survey for next year's PD	April 1, 2024	Creation of online survey	Joel

	Tactic	Timeline	Resources Needed	Person Responsible
<i>Develop Plan for Gathering Student Voice</i>	Create student surveys aligned to instruction/ allow students to suggest ideas in a	Fall 2024	Amy Fowler School counselor	Rachel



	variety of school aspects			
	Provide tools and resources for teachers to include student interest in choice and assignments	Spring 2025	Google Classroom	Rachel
	Tasting table and food service plans to include student choice	Spring 2024	Food service Survey data	Celeste
	Plan developed for Rounding with students	Fall 2024	Time Google tracking sheet	Candace
	Utilize leadership class to support student choice initiatives	June 2024	Leadership teacher ASB president, VP Leadership class Survey data	Dean
	Create a plan for student leadership at the ES	Sept. 2024	Person to lead students Master schedule provides time	Joel

	Tactic	Timeline	Resources Needed	Person Responsible
<i>Develop a plan and utilize this to support student success</i>	Develop a comprehensive plan to implement ACE at Jr/Sr High	Fall 2024	Data (referral, attendance, grades) Administration Building secretary Posters/banners	Kevin
	Develop PBIS plan at ES	Fall 2024	Administrator PBIS Coordinator	Joel
	Planning committee, instruction, and rewards	Assembly - Semester February 2024 June 2024	Data collection - grades, attendance Admin Secretaries - make awards/data retrieval	Dean
	Weekly grade checks and follow up with student and families	Weekly	Time Teachers, families, administrators, and counselors. Synergy Grade check forms - if Synergy is not working or grades are not updated.	Kevin
	Develop and use excellent behavior expectations for each building (what does	February 2024 - Start of 2nd semester and then proceed with this at the start of every school year. Proceed as needed throughout the	Administrators, teachers, counselors, students. Leadership class and students to make videos and model	Dena

	being a great student look like?)	school year. ES - Fall 2024 (Rules Rodeo)	appropriate behavior. Rewards system (PBIS) Social media share to families.	
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3. All students are fully engaged in learning and the school community.	
Strategies and Tactics	
<i>All students are fully included in CORE instruction.</i>	<ol style="list-style-type: none"> 1. Provide ongoing paraprofessional training 2. Develop master schedule that prioritizes CORE instruction with a review 3. Classroom visits with a focus on access (admin, teachers, paras) 4. Scheduled collaboration meetings with paras, teachers, and specialists 5. Ongoing UDL training and looking for UDL strategies in class visits
<i>Develop Plan for Enrichment and connection at each building</i>	<ol style="list-style-type: none"> 1. Schedule rotation and calendar for guest speakers 2. Connect Early Literacy Program with K-2 for supported transition, classroom observations, and cross-training 3. Use grade checks to require student attendance on Fridays 4. Bus routes for Friday school

2023-2024



Central Linn School District

Services provided through LBL ESD

District Executive Summary

- Roger Irvin, LBL ESD Board Director, CLSD Region
- Sarah Fay, LBL ESD Budget Committee, CLSD Region
- CLSD receives 1.7% of Local Service Plan funding and is the 11th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, CLSD is transiting \$0 which represents 0%

ADMw Over the Years

	ESD	CLSD
FY 2016/17	45,019.9	851.1
FY 2017/18	44,872.8	826.9
FY 2018/19	45,092.2	844.4
FY 2019/20	44,912.5	844.4
FY 2020/21	47,337.1	813.8
FY 2021/22	43,864	761
FY 2022/23	44,220	771

2022-23 Quick Stats

35

Number of
BIS Tickets

22

Number of
Network Tickets

105

Number of
SIS Tickets

400
mbps

Total ISP Purchased

LBL ESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

Services Data

Note: This data is based on fiscal year 2022-2023

Tier 1

Special Education — Tier 1 Services by Student

	ESD	CLSD
Audiology Hearing Screenings	6457	99
Audiology Evaluations	26	4
Mild/Moderate Special Ed Supports K-12 (PT)	109	3
Mild/Moderate Special Ed Supports K-12 (OT)	662	10
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	241	3
In-Center Special Education Evaluations	195	3
In-District and Assigned Special Education Evaluations	211	23
Severe Disability Supports	160	1
Early Intervention Evaluations	362	2
Early Childhood Special Education Evaluations	426	9

Special Education — Tier 1 Services by Hours

	ESD	CLSD
Interpreter, District Requests	67.29	11.17
Interpreter, In-Center Evaluations	276.3	0
Translation, District Requests	354.49	69.42
Translation, In-Center Evaluations	122.47	0

Grants

Cascade Regional — Low Incidence, High Needs

	ESD	CLSD
Vision	48	0
Hearing	86	2
Physical Therapy	54	1
Occupational Therapy	52	1
Autism Spectrum Disorder	790	5
Traumatic Brain Injury	30	0
Deafblindness	4	0
Total # of K-12 Regional Low Incidence Disabilities	1064	9

Other Services

	ESD	CLSD
Behavior Specialist	297	0
Family Support Liaison	825	34

ESD Staff Serving District

School Psychologist

N/A

Learning Consultant

N/A

Speech Language Pathologist

Joe Lake

Autism

Michelle Neilson

Deaf/Hard Hearing

Clifton Lyddane

Occupational Therapist

Leslie Looney

Physical Therapist

Erin Kettler

Vision

Shandra Harris

Augmentative Communication

Brandi Lancaster, Margaret

Trolard Clouse

Traumatic Brain Injury

Brandi Lancaster

Audiology

Jeff Cox

Family Support Liaison

Peyton Connery

Behavior Consultant

N/A

Home School

Cindy Doll

Transition Network Facilitator

Sherrri Townsend, Josh Barbour

Severe Disabilities Consultant

Shelley Marrone



Linn Benton Lincoln Education Service District

905 4th Avenue SE, Albany, OR 97321 ~ 541.812.2600 ~ www.lblesd.k12.or.us

**CENTRAL LINN SCHOOL DISTRICT
ENROLLMENT**

As of November 27, 2023

<i>December 2022</i>	<i>November 2023</i>	<i>December 2023</i>
K 30	K 39	K 39
1 39	1 34	1 36
2 39	2 44	2 44
3 33	3 35	3 35
4 35	4 35	4 35
5 43	5 41	5 42
6 43	6 42	6 42
<i>Total 262</i>	<i>Total 270</i>	<i>Total 273</i>
7 29	7 46	7 46
8 44	8 35	8 35
9 48	9 50	9 51
10 50	10 47	10 47
11 52	11 49	11 49
12 56	12 56	12 56
<i>Total 279</i>	<i>Total 283</i>	<i>Total 284</i>
District Total 541	District Total 553	District Total 557

September 2003 = 583
 September 2004 = 640
 September 2005 = 647
 September 2006 = 678
 September 2007 = 644
 September 2008 = 651
 September 2009 = 655
 September 2010 = 708

September 2011 = 676
 September 2012 = 676
 September 2013 = 710
 September 2014 = 657
 September 2015 = 643
 September 2016 = 652
 September 2017 = 643
 September 2018 = 644

September 2019 = 633
 September 2020 = 579
 September 2021 = 552
 September 2022 = 529
 September 2023 = 555

CENTRAL LINN SCHOOL BOARD MEETING
ATTENDANCE SHEET

For attendance purposes please print your name below. If you are interested in speaking to any of the meeting agenda items, please use our "Intent to Speak" form and give to Dena Crowell, Board secretary, prior to the start of the meeting. Thank you.

NAME	NAME
DOYNE WALTON	
<i>Wes Hove</i>	