

AGENDA	CORBETT SCHOOL DISTRICT REGULAR SCHOOL BOARD MEETING MPB/Board Room/ZOOM-OWL 35800 E Historic Columbia River Highway Corbett, Oregon 97019	via in person and ZOOM virtual Wednesday, December 20, 2023
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- 1. PRELIMINARY BUSINESS
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- 12. Policy 177
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- 13. Matters for the Good of the Order
- 14. COMING EVENTS

1. Wednesday, December 20, 2023 - 4:15 p.m. Ribbon Cutting Ceremony at CMS - Woodard campus
Thursday, December 21, 2023 - no school for CMS students - move day
Friday, December 22, 2023 - Sunday, January 7, 2024 - Winter Break
Monday, January 15, 2024 - No School, MLK day
Wednesday, January 17, 2024 - Regular School Board Meeting, CMS Woodard campus, 7:00 p.m.

2. Friday, January 19, 2024 - School Day

15. ADJOURNMENT

Corbett School District 39

Code: BD/BDA
Adopted: 6/16/21

Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening of a quorum of the Board as the district’s governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e. a work session. The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. All meetings will be conducted in compliance with state and federal statutes. All Board meetings, including Board retreats and work sessions, will be held within district boundaries. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.¹ No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation², age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they were not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall provide an interpreter for hearing-impaired persons. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. Communications with all qualified individuals with disabilities shall be as effective as communications with others.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act and the smoking provisions contained in the Public Meetings Law.

1. Regular, Special and Emergency Meetings

Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the organizational meeting in July and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

No later than the next regular meeting following July 1, the Board will hold an organizational meeting to elect Board officers for the coming year and to establish the year’s schedule of Board

¹ ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.

² As defined in ORS 174.100.

meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may also be scheduled if less than a quorum is present at a meeting or additional business still needs to be conducted at the ending time of a meeting. At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic communication. Electronic communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Electronic communications may contain:

- a. Agenda item suggestions;
- b. Reminders regarding meeting times, dates and places;
- c. Board meeting agendas or information concerning agenda items;
- d. One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals) so long as that information is also being made available to the public;
- e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members should have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by Public Records and Meetings Law.

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by the Public Meetings Law.

5. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with the state law on public meetings, including notice and minutes. The Board may make official decisions during a work session. Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.

6. Executive Sessions

Executive sessions may be held during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)

[ORS 174.104](#)

[ORS Chapter 192](#)

[ORS Chapter 193](#)

[ORS 255.335](#)

[ORS 332.040 to -332.061](#)

[ORS 433.835 to -433.875](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

41 OR. ATTY. GEN. OP. 28 (1980)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).

Americans with Disabilities Act Amendments Act of 2008.

OR. ATTY. GEN. Public Records and Meetings Manual (2014).

Cross Reference(s):

ACA - Americans with Disabilities Act

BDC - Executive Sessions

Anti-Racism Resolution:

WHEREAS, being leaders of our Corbett School District and role models, we are committed to actively disrupting racism and injustice in all their forms within our public education system; and

WHEREAS, our district is committed to promoting equity within and across our schools, and in conversation and partnership with students, families, staff, and community stakeholders; and

WHEREAS, we highly value, as a school board and district, each and every student, family, and staff member and are committed to creating an equitable and anti-racist system that honors and elevates all; and

WHEREAS, we believe that education is a key lever for creating this more equitable and anti-racist community, nation, and world; and

WHEREAS, we highly value caring and safety for all students and staff regardless of race, ethnicity, economics, mobility, language, family status, sexual orientation, gender identity, disability, initial proficiencies or religion.

Therefore, be it resolved on this 21st day of October, 2020, by the Board of the Corbett School District, that:

The Corbett School Board condemns racism, racial violence, systemic racism, hate speech, hate symbols, and bigotry in all forms, inside and outside of our schools; and,

The Corbett School Board commits to its own work, individually and collectively, of leading the district by continuing to become equitable and anti-racist in word, action, and policy; and,

The Corbett School Board affirms the value and importance of culturally responsive instructional practices, and of curriculum that represents the diversity of our community; and,

The Corbett School Board commits to leading the district through dedicating resources towards this work as various funding sources become available and by continuing to become equitable and anti-racist by empowering all people through a thorough review of policies, practices, and cultural norms.

Regular School Board Meeting
Wednesday, November 15, 2023 7:00 PM

MPB/Board Room/ZOOM-OWL
35800 E Historic Columbia River Highway
Corbett, Oregon 97019

Board Approved _____

A Regular Board Meeting of the Board of Trustees of Corbett School District was held Wednesday, November 15, 2023, beginning at 7:00 PM in the MPB/Board Room and via ZOOM-Owl virtual platform. Board members present were Michelle Vo, Chairman; David Granberg (virtual), Ben Byers; Dylan Rickert; and Bob Buttke. Members Todd Mickalson and Leah Fredericks had excused absences. Also present were Administrators Derek Fialkiewicz, Ed.D., Superintendent; Jeanne Swift, Assistant Superintendent/Director Student Services; Brie Windust, Business Office Assistant/ZOOM moderator; Robin Lindeen-Blakeley, Deputy Clerk/HR Lead and Cindy Duley, Business Manager (virtual). HS Student Representative, Elizabeth Loveland, was in attendance at the Board table. NOTE: The minutes are prepared to coincide with time scheduled matters and the numbering system of the agenda and is not necessarily the actual order of happenings at the meeting.

1. PRELIMINARY BUSINESS

Meeting in person at MPB or if virtual,
Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86432510383>

Or iPhone one-tap :

US: +16699006833,,86432510383# or +12532158782,,86432510383#

Or Telephone:

Dial(for higher quality, dial a number based on your current location)

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 864 3251 0383

International numbers available: <https://us02web.zoom.us/j/86432510383>

1.1. Call to Order / Flag Salute

Michelle Vo-Board Chair, called the meeting to order at 7:01 p.m. and led participants in the pledge of allegiance to the flag.

1.2. Review and Acceptance of Agenda – Michelle Vo- Board Chair noted no changes to the agenda, OK as presented.

1.3. Board Chair Report Information/Discussion - Michelle Vo - Board Chair

a. Scheduling Winter Retreat/Work Session/Training for the Board - Policy BD/BDA –

Michelle Vo noted that January 30, 2024 is the date. Todd Mickalson may not be available. Tentative place and time is Menucha at 6:00 p.m. Kristen Miles, OSBA Director of Board Development, will be leading.

b. Goals for District - Policy BBA – no information at this meeting.

<https://policy.osba.org/corbett/AB/BBA%20D1.PDF>

Attachments: (1)

1.4. Re-designate Regular Meeting Dates, Time and Place Action Item

Michelle Vo - Board Chair; Derek Fialkiewicz, Ed.D. – Superintendent

Ben Byers moved and Bob Buttke seconded:

RESOLUTION NO. 11.53-23 - RESOLVED that the Board reapproved the Regular School Board meetings for 2023-24 as the third Wednesday of every month except for March 2024 and June 2024, when the meeting will be held on the second Wednesday of the month.

https://policy.osba.org/corbett/AB/BD_BDA%20G1.PDF

Attachments: (1)

Dr. Fialkiewicz noted that meetings will be held at a new venue starting in January, the Corbett Middle School MPB on Woodard Rd.

The vote of the Board was 5-0.

Michelle Vo, moved, suggesting combining Resolutions 1.5-1.8 together, appointing Kris Howatt, Brenda Rivas, Jessica Arzate and David Linn for their respective OSBA positions.

Bob Buttke seconded.

The vote of the Board was 5-0.

1.5. OSBA Board of Directors Position 18 Action Item

RESOLUTION NO. 11.54-23 - RESOLVED that the Board vote yes, abstain or take no action for Board of Directors Position 18, Kris Howatt - Gresham-Barlow 10.

Attachments: (2)

1.6. OSBA LPC Position 17 Action Item

RESOLUTION NO. 11.55-23 - RESOLVED that the Board vote yes, abstain or take no action for Brenda Rivas, Parkrose 3 on LPC Position 17.

Attachments: (1)

1.7. OSBA LPC Position 18 Action Item

RESOLUTION NO. 11.56-23 - RESOLVED that the Board vote yes, abstain or take no action for Jessica Arzate, Multnomah ESD, on LPC Position 18.

Attachments: (1)

1.8. OSBA LPC Position 19 Action Item

RESOLUTION NO. 11.57-23 - RESOLVED that the Board vote yes, abstain or take no action for David Linn, Centennial 28J, on LPC Position No. 19.

Attachments: (1)

1.9. Resolution 1 OSBA Action Item

Ben Byers moved and Bob Buttke seconded:

RESOLUTION NO. 11.58-23 - RESOLVED that the Board voted yes to adopt Resolution 1 - Creates the Oregon Rural School Board Members Caucus and designates a seat on the OSBA Board of Directors and Legislative Policy Committee.

Attachments: (1)

Ben Byers shared that he and Leah Fredericks attended the Executive Road Show, and what they learned may have a bearing on the resolution vote. It is bi-caucus at OSBA but also creates a voice for rural issues. There is a move where the State of Oregon would centralize unions/teachers contracts in Salem as opposed to within our District. It is in the hope that the focus would be on students and education. This may not work in Corbett for our negotiations, or it may be out of our control, but might be a good voice for us. He doesn't know the folks involved.

Board discussion.

The vote of the Board was 5-0.

1.10. Resolution 2 OSBA Action Item

Ben Byers moved and Bob Buttke seconded:

RESOLUTION NO. 11.59-23 - RESOLVED that the Board voted yes to adopt Resolution 2 - the proposed amendments to the OSBA Bylaws.

Attachments: (2)

Ben Byers explained that the first time he read it, it seemed non-essential except to include the rural school board.

The vote of the Board was 5-0.

2. Approval of Minutes Action Item

Ben Byers moved and Bob Buttke seconded:

RESOLUTION NO. 11.60-23 - RESOLVED that the Board approved the minutes of the October 18, 2023 Regular School Board meeting.

<https://policy.osba.org/corbett/AB/BDDG%20D1.PDF>

Attachments: (1)

The vote of the Board was 5-0.

3. Introduction and Comments of Guests and Representatives – no comments in person or virtual from our audiences.

Derek Fialkiewicz, Ed.D. introduced the following reporters:

7:18 p.m.

a. Melissa Davis, English Language Development Specialist (K-12)

Homeless Liaison/Migrant Ed. Liaison/Foster Care POC - ELL Program – gave her report virtually. She shared an annual report done across the state released in June 2023 from 2021-22 which can be found on the State's website and on our website. Also included in the packet is the census data for ELL. This year there are 34 active students K-12 and four main languages. She also talked about Oregon standards and self-

identified families. They are assessed in fall, tested in spring, and once they have passed the test they exit the program and are monitored for four years for any barriers. b. Dr. Shelia Morgan Osborne, Director of Curriculum, Assessment & School Improvement - SIA Annual Report – reported on the annual SIA spending allowance based on the grant priorities. For school year 2022-23 there was \$837,315.02 awarded. For fiscal year 2023-24 there is to be \$850,795.93. This is held up by the Department of Justice, so can't claim yet. Computer science has the certified CTE teacher in our consortium. Please see the board packet attachment for details.

-
- [_SIA Annual Report Presentation Nov 2023](#)

Version 1

11/13/2023 at 2:41 PM

Public / Anyone / Everyone

-
- [_School Board Meeting November 15th, 2023. Melissa Davis. ELD Specialist.](#)

Version 1

7:28 p.m. Board discussion.

3.2. Student Representative to the Board Information Item

Elizabeth Loveland, Student Representative, spoke about the student walk out on Monday, November 13. This came after about nine students brought clarity to hate speech and racial discrimination. After meaningful talks with principals and counselors, they felt there was a lack of public action and that comments were left to slide. Some of this was due to confidentiality for students, but they felt a social cost and hope that adults in the school and community can push students about their comments.

Board discussion and awareness. More to follow.

<https://policy.osba.org/corbett/AB/BCBA%20D1.PDF>

4. FINANCIAL REPORTS / MATTERS

Derek Fialkiewicz, Ed.D., Superintendent and Cindy Duley, Business Manager

4.1. Report Information Item

Cindy Duley, Business Manager- Reported to the Board about information in the board packet.

The Revenues and Expenditures by Month Report shows the growth in XP from September to October contract changes that are retroactive to August. Next month's report will show the bump for the

classified contract changes retroactive to August. December should level out with a more consistent payroll pattern. Estimated budget underway and an expected publication for a supplementary budget in January after the audited figures are back. The Fund 01: General Fund projected Actual Ending Fund Balance is highlighted in yellow and is \$682,631. We want to make sure we are within budgeted numbers. Good things going as planned with new auditors and verbal information to be shared with Dr. Fialkiewicz on November 16.

Board discussion about taxes received to date.

Taxes will come in the week of November 20, so we will start seeing on next month's reporting.

Attachments: (3)

4.2. Budget Calendar Re-Approval

Action Item

Ben Byers moved and Bob Buttke seconded:

RESOLUTION NO. 11.61-23 - RESOLVED that the Board reapproved the 2024-2025 Budget Calendar as attached in the agenda packet with a new Public Hearing date.

Attachments: (1)

This information is to accommodate the switch from the Juneteenth holiday to the second Wednesday of the month. Budget committee meetings will also be held at the Woodard CMS campus MPB, and will be published for that address.

The vote of the Board was 5-0.

5. Superintendent Fialkiewicz

Report Information Item

a. Woodard Road property project- tiles in the gym shorted in shipment so waiting. Switch gear in the week of November 6 and passed on November 13. PGE comes out and then they can call out meter stage for power to be turned on. Still looking at a December 18 close date with December 21 move date barring any weather catastrophe. Dr. Fialkiewicz is proposing that CMS be closed that day for students, as they have lots of instructional time built into their calendar. School starts January 8. December 20 is ribbon cutting for community members, with CMS rock band being considered for entertainment. Board meeting at MPB on main campus later that evening.

b. Goals for 2023-2024

<https://policy.osba.org/corbett/C/CBG%20G1.PDF>

1) #OneCorbett

- Improve District and Community Relationships
- Align Curriculum and Student Experiences within Buildings and Classrooms.

2) School-Based Mental Health

- Increase Mental Health Offerings for Students, Staff, and Community

3) CTE and STEM

- Increase CTE and STEM Experiences for All Students K-12

Trunk or Treat on Halloween was a success with over 200 students and 25 trunks. Lots of fun with awesome costumes, looking to grow this in our community, but not too big. Corbett Church will be in conjunction next year for a safe place.

December 2 is a craft fair in the GS Cafeteria through an agreement with the Grange to use each other's facilities twice per year. We hold our staff holiday/winter party there.

November 16 NEMCCA is hosting Representative Helfrich and Senator Bonham at the fire hall at 6:30 p.m.

The SBMH parent workshop on October 26 had about 12 parents and a few students in attendance. Childcare provided by high school students. November 30 is the next workshop about managing anxiety and may be virtual. Looking at ways to record and archive.

4th and 5th grades using program enhancement to curriculum for CTE and STEM and if all goes well it will be expanded in the future.

5.1. Enrollment Numbers/Application Process Update – 1059, four down from last month.

Ms. Cassie Duprey, Assistant High School Principal, reported that we're at 1060. There are now seven full-time online students, five are high school and two are middle school with six of them being Corbett residents.

5.2. Update on Corbett School campus upgrades and/or grants – PGE Drive Change grant is \$216,000.00 grant. A Ford Lightening electric truck and a van have been ordered. Work ongoing for install of charging stations so they are accessible and not in the way of the buses, but still good for Steve Salisbury, Maintenance Supervisor, and electrical access. Dr. Fialkiewicz attended a meeting the week of November 6 for an additional joint grant with EPA and PGE for buses, charging stations and somewhere to house them. Solar was pulled from Woodard plans, but PGE will help us with Resiliency Center in Corbett.

Five years ago there was a seismic grant for the HS gym. We are now working with Soderstrom and CZSEA to resubmit for the MPB due in December and meeting the week of November 20. We should know more in early January. Letters of support from Board and community are helpful. Board discussion.

5.3. Strategic Planning/Future Planning – no information at this time in the meeting.

Attachments: (1)

6. CONSENT AGENDA

Michelle Vo moved and Bob Buttke seconded;

6.1. Consent agenda ****Resolution items 11.62-23** through 11.68-23**** Action Items

<https://policy.osba.org/corbett/AB/BDDC%20D1.PDF>

12.1RESOLUTION NO. 11.62-23** - RESOLVED** that the Board reconfirmed the request for Family and Medical Leave (FMLA/OFLA) for Robert Peterson, .83 FTE Campus Monitor/ .17 FTE Groundskeeper, effective September 21, 2023 - December 15, 2023.

12.2RESOLUTION NO. 11.63-23** - RESOLVED** that the Board confirmed the request for Family and Medical Leave (FMLA/OFLA) for Megan Shaw, 1.0 FTE K-1st Teacher, effective December 14, 2023-December 21, 2023 and January 8-January 21, 2024.

12.4RESOLUTON NO. 11.64-23**- RESOLVED** that the Board reconfirmed FMLA for August 21-November 12, 2023 for Abbey Thole, 1.00 FTE Spanish Teacher, and PFML effective through February 22, 2023, with LOA confirmed for November 13-February 22, 2023.

12.5RESOLUTION NO. 11.65-23** - RESOLVED** that the Board confirmed the resignation of Helen Leedom, 1.00 FTE Director of School Based Mental Health, effective last day of work, November 17, 2023.

12.6RESOLUTION NO. 11.66-23**- RESOLVED** that the Board confirmed the winter coaching recommendations for '23-'24 as included in the Board packet as an attachment.

12.7RESOLUTION NO. 11-67-23** - RESOLVED** that the Board confirmed the requested PFML for Jackie Ritchey, 1.00 FTE CAPS Learning Specialist, effective December 1, 2023-February 23, 2024.

12.8RESOLUTION NO. 11.68-23** - RESOLVED** that the Board reconfirmed the OFLA/FMLA/PFML dates for Natalie Clark, .83 FTE Special Education Assistant II, effective September 3-November 30, 2023, with a return to work four hours per day from November 20-30, 2023 and 8.25 hours per day effective December 4, 2023.

The vote of the Board was 5-0 in favor of Consent Resolution items 11.62-23** through 11.68-23**.

7. CURRICULUM

Derek Fialkiewicz, Ed.D., Superintendent

- a. We have begun working towards and finishing math testing data. So far exciting and tricky. We are learning how to navigate and learning benchmarks for later data which should be exciting.

Ben Byers said his son relayed to him that he had a positive experience.

8. STUDENTS

Derek Fialkiewicz, Ed.D., Superintendent – referring back to Lizzie’s report under item 3.2, he reiterated that we are and will continue to take seriously. He is excited that students took control and we have an opportunity to work with them to make Corbett better. We need to hit this head on and work on it side by side with students. If it comes

from the adults only it won't change. Shout out to Kathy Childress, HS Principal, for facilitating like a pro. Students and 15-20 parents at the Principal chat on November 15. Ben Byers attended and he thanked Ms. Childress. Lots of pain in the room and wished all could have heard the longstanding issues with students not feeling welcome. He thanked the students who raised their voices. This is a challenging subject to talk about but is the most important thing he has heard as a board member in the three months he's been here.

Michelle Vo said the Board used to have an anti-racist statement. We may want to re-look at that so that it helps address the iceberg around us. Let's put it on the December agenda for review, revision or publication.

Bob Buttke added that statement is important but follow up is more important.

Dr. Fialkiewicz asked Ms. Loveland to work with peers and work with him from a student perspective.

Ms. Loveland said it would not be just words but action.

Dr. Fialkiewicz noted that the volleyball team did awesome and made it to the final eight in state for first time in 10 years. They tied for seventh in state. They will come back next year losing only two seniors and some strong 8th graders coming up. Ms. Davis, coach, was excited to get to this final goal.

Winter sports started the week of November 13 and lots of students are out for teams.

ODE At - A - Glance profiles for 2022-23 Information Item in packet

Attachments: (2)

9. TRANSPORTATION, BUILDINGS AND MAINTENANCE – not at this time in the meeting.

10. CO-CURRICULAR ACTIVITIES-not at this time in the meeting.

11. Executive Session, if needed, held pursuant to ORS 192.660_ - none at this meeting.

12. Personnel- Derek Fialkiewicz, Ed.D. read aloud:

Temporary hire for Abe Al-Khalisi, .83 FTE K-12 Campus Monitor, October 2, 2023- November 14, 2023.

Updated approved release dates from work for Janet Ruddell, .83 FTE SPED Ed Asst./17 FTE Eligibility Official, effective November 21-December 6, 2023, not October 31- November 13 as the October agenda stated.

Resignation effective November 28, 2023, last day of work November 27, 2023, for Ashley Brooks, .85 FTE HS SPED Educational Assistant II.

12.1. See 6.1

12.2. See 6.1

12.3. Vacant Positions Information Item

Derek Fialkiewicz, Ed.D. read aloud:

We have vacant positions open for the 2023-2024 school year for: Substitute Bus Driver; Bus Driver; Substitute Custodian; K-12th .85 FTE SPED Educational Assistant (FLS); 1.00

FTE HS Learning Specialist and 1.00 FTE Director of School Based Mental Health.

<https://corbett.tedk12.com/hire/Index.aspx>

Dr. Fialkiewicz noted that the SBMH Director position closed on November 13 with eight applicants and screening of the applications started for interviews.

12.4. See 6.1

12.5. See 6.1

12.6. See 6.1 **Attachments:** (1)

13. Policy

Derek Fialkiewicz, Ed.D. , Superintendent, explained that Todd Williams asked for these to be part of policy. When we did our policy rewrite, they fell off.

Ms. Lindeen-Blakeley explained that OSBA said we should revisit their review and readopt.

13.1. First Reading of Policies and Administrative Regulation Information Items

a. Policy ECAC - Video Surveillance

b. Policy EEACCA - Video on Transportation

c. Policy EEACCA- AR - Video on Transportation

Attachments: (3)

14. Matters for the Good of the Order

Board of Directors

<https://policy.osba.org/corbett/AB/BBAA%20D1.PDF>

a. Michelle Vo – We can't do anything as individuals, so one of us should write for all of us – vote or consensus?

b. Ms. Lindeen-Blakeley said either.

Michelle Vo moved to write a letter of support for the seismic grant for the MPB.

Bob Buttke seconded.

Ben Byers said he is glad to provide a letter of support.

Board discussion.

The vote of the Board was 5-0.

c. Michelle Vo will write a letter via email to Jim Green at OSBA who helped us get through the state budget woes and other leadership, as he is retiring.

Michelle Vo moved the Board write a letter of thanks to Jim Green.

Bob Buttke seconded.

The vote of the Board was 5-0.

d. Dr. Fialkiewicz made a shout out to Mrs. Helen Leedom, as tomorrow is her last day and he is grateful for her work as the founder of SBMH and her work with students. We will miss her.

15. COMING EVENTS

Thursday, November 16, 2023 - end of Trimester 1

Friday, November 17, 2023 - Assessment

Wednesday-Friday, November 22-24, 2023 - Thanksgiving Holiday break

15.2. December 20, 2023, Wednesday, Regular School Board Meeting at 7:00 p.m. in the MPB and via ZOOM/Owl

16. ADJOURNMENT – The Board adjourned at 8:20 p.m.

Regular School Board Meeting minutes111523

Pathway Toward Equity

Mt. Hood Community College Strategic Plan

MHCC Vice President Student Development John Hamblin

Board of Education Director Diane McKeel

Board of Education Director Diane Noriega

17



An aerial photograph of a college campus. The scene is filled with lush green trees, some with yellowing leaves, suggesting an autumn setting. A wide, paved walkway runs through the center, where several students are walking. In the background, a building with a blue wall is visible. The overall atmosphere is bright and active.

3rd largest community college

18,500 students

#4 college for quality and affordability

Highlights

Equity-Minded

- Over 40% students of color
- Significant immigrant and refugee population

Student-Centered

- Over 31% of students in Career Technical Education
- Significant apprenticeship program

Career-Focused

- Bachelor of Applied Science in Cybersecurity
- Building the semiconductor workforce

Mt. Hood Community College Strategic Plan

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**THE PATHWAY TOWARD
EQUITY**

MT. HOOD COMMUNITY COLLEGE

The Process and Desired Outcomes

Input and feedback came from community members, students, employees, partners and stakeholders

- 1.** To create a transparent process that engaged all Mt. Hood Community College constituencies.
- 2.** Have a final product that was an expression of our values and who we are as a college community.
- 3.** Develop an actionable plan with tangible, specific goals to drive all other planning, including annual budgets.

What We Heard

Top strengths and weaknesses as identified by survey members

Strengths:

1. Academic Programs
2. Financial Aid
3. Location

Weaknesses:

1. Availability of Classes
2. Technology

Opportunities

8 opportunities for the college as identified by survey members

1. Built environment does not offer many opportunities for social gathering and interaction
2. Decision-making is not always transparent
3. Difficult to track student success
4. Many students are unaware of the services available to help them succeed
5. Pathways from K-12 to MHCC and beyond are not clearly spelled out
6. Business partnerships vary in strength
7. The needs of a highly diverse student body are not fully addressed
8. Community is not aware of the wide range of MHCC programs and Services

The Plan

Equity Statement

At Mt. Hood Community College we hold ourselves accountable to align our systems, policies, practices, and resource allocations to strategically and purposefully advance equity. We recognize the harm done to historically excluded people. We work towards a future where all people across the spectrum of difference thrive at Mt. Hood Community College. We seek to provide every person within our community the tools to be successful. We actively design equitable systems to promote fairness and justice.

Mt. Hood Community College prioritizes equity and acknowledges the importance of the ongoing and intentional work to interrupt oppression and remove barriers that perpetuate inequity. We strive to become an organization that demonstrates equity in concept, practice, and outcomes, where all people are valued and feel a sense of belonging.

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Vision Statement

Mt. Hood Community College is valued as a cornerstone of the community for affordability, equitable student success, innovation, and financial stewardship.

Mission Statement

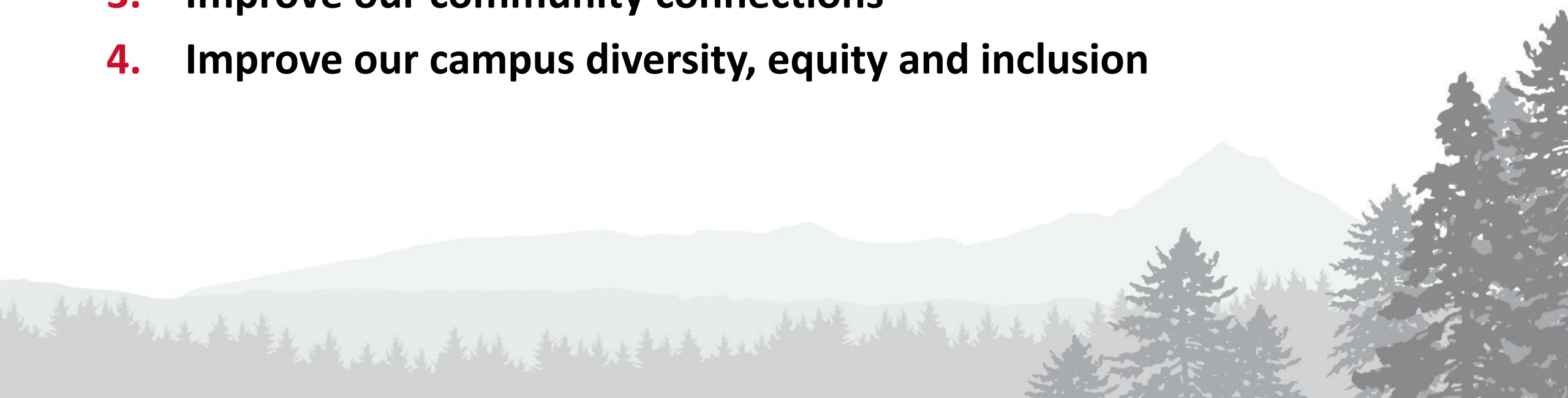
With a commitment to being inclusive, Mt. Hood Community College offers a full range of education and training in a supportive environment to advance personal and professional growth. We are a community hub for cultural, economic, recreational, and intellectual enrichment.

Goals

1. Improve teaching and learning practices and processes to support learning and success for all students
2. Provide the full range of educational and support programs and services needed to allow students to meet their educational, career, and personal goals
3. Align the college's organizational structure, systems and processes to reflect the diversity of the communities we serve
4. Provide facilities and technology platforms to serve the needs of all students
5. Increase our visibility and strengthen the connection between the college and our local and regional community partners

Accountability

- 1. Improve student success, for all students regardless of race, age, gender, or income**
- 2. Increase number of students meeting core learning outcomes, for all students regardless of race, age, gender, or income**
- 3. Improve our community connections**
- 4. Improve our campus diversity, equity and inclusion**



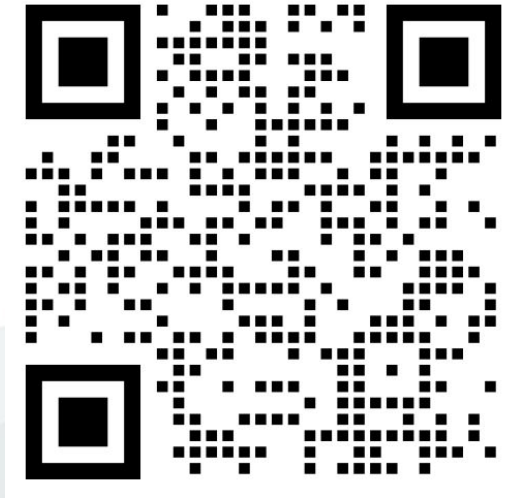
Learn More

Strategic Plan:

[https://www.mhcc.edu/docs/MT-Hood CC StratPlan FINAL B.pdf](https://www.mhcc.edu/docs/MT-Hood%20CC%20StratPlan%20FINAL%20B.pdf)

Environmental Scan:

[https://www.mhcc.edu/docs/Mt-Hood-CC EnviroScan-Final-Draft A.pdf](https://www.mhcc.edu/docs/Mt-Hood-CC%20EnviroScan-Final-Draft%20A.pdf)



Questions?

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MT. HOOD
COMMUNITY COLLEGE

EVERY STUDENT BELONGS

GSD BOARD

PRESENTATION

December 2017-18



PUBLIC SCHOOLS

Free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

EVERY STUDENT BELONGS

**OREGON ADMINISTRATIVE RULE
581-022-2321**



EDUCATIONAL COMPONENTS

- Address the history and impact of hate;
- Advance the safety and healing of those impacted by bias and hate;
- Promote accountability and transformation for people who cause harm as well as transformation of the conditions that perpetuated the harm.

WHY NOW?



OUR PROCESS



STUDENT INPUT

Weekly meetings, lunch
and after school



STAFF INPUT

Staff meetings,
School Culture Team



DISTRICT INPUT

Cabinet
Meetings

OUR GOALS

GOAL 1

To ensure that Corbett High School is implementing with fidelity school board policies that support the “Every Student Belongs” Oregon law.

GOAL 2

To ensure that Corbett High School staff and students feel confident in interrupting discrimination and harassment.

Take ACTION against bias...

Ask individuals engaging in any discriminatory behavior to stop immediately, or leave the event.

Clarify event expectations to all participants and spectators through public addresses and signage.

Teach students that discriminatory acts cause harm and are not allowed during any school activity.

Inform participants and spectators what action will be taken and that the details of the event and its impact will be reported to school administrators.

Observe the impact of a discriminatory act on students and yourself. Make time to discuss how those involved may be affected. Ensure that emotional and physical safety is prioritized.

Notify the school's administrator of any discriminatory acts immediately. *Document your experience right away.*

OSAA

ATHLETES AND FANS

Sportsmanship at a higher level.
Leadership at a higher level.



IMPROVING THE REPORTING PROCESS

- Electronic Reporting System
- Shared the process with students in Homeroom Dec. 11-13.
- Parent Notification of the harmed student and the offender, per board policy JFC₃₅
- Closing the loop for the reporting student.

INCIDENT REPORTING FORM

Section 1 of 2

Incident Report - Every Student Belongs

STUDENTS HAVE A RIGHT TO BE SAFE, RESPECTED AND PROTECTED AT SCHOOL.

ARE YOU SAFE?

If you are in danger or were recently assaulted or harmed and/or need medical attention, find a trusted adult and call 911 before completing this report.

This form is for incidents occurring within the Corbett High School community.

If you have experienced or witnessed an incident of racism, sexual harassment, sexual assault, LGBTQIA+ bullying or other forms of discrimination you can report it directly to Corbett High School using this form. Once CHS receives a report, we will work with the school equity team to investigate allegations and then take specific action to stop the harassment, prevent its recurrence, and remedy the impact on individuals and the community. If you provide your contact information, you can expect a response from your school within two school days. Disciplinary consequences are confidential.

Note: Intentionally false reports will result in disciplinary action.

Title VI: Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color or national origin in programs or activities that receive Federal financial assistance

Title IX: Title IX of the Education Amendments of 1972 is a Federal civil rights law that prohibits discrimination on the basis of sex in education programs and activities.

THE INCIDENT REPORTING FORM

- Introduction

Mandatory Reporting & Anonymous Reports

The information in this form is private, not confidential. That means all efforts to protect your privacy are assured and only those who "need to know" will be aware of the details of your report. Referrals to the Department of Human Services (DHS) are mandatory when an incident involves adult abuse of a minor child.

What happened? *

Select the category that matches the incident you are reporting. If you are not sure which category best fits, please select the one that best fits what happened.

Not sure? [Click here](#) for category definitions.

- Racial incident / act of discrimination or harassment based on race, religion, or national origin
- LGBTQIA+ discrimination, harassment or bullying
- Discrimination or bullying based on disability
- Sexual harassment or bullying (including sexist behaviors & remarks)
- Sexual assault
- Sex-based discrimination in athletics or educational program
- Teen dating violence
- Other...

THE INCIDENT REPORTING FORM

- Categories

Where did this happen? *

- At school during the school day
- On campus grounds in Corbett School District
- On a field trip or at a school event (ie: athletics, school-sponsored club/group)
- Online, on social media or other electronic means (text, DMs, etc)
- Travelling to/from school on a school bus
- In the Corbett community
- Other...

When did this happen? *

- Today
- This week
- This month
- In the last few months
- More than a few months ago

THE INCIDENT REPORTING FORM

- Where and when?

Briefly describe what happened and share anything else you would like us to know right now. Be as specific as possible (ex: specific place on campus, time of day, etc.). *

Reminder: This information is shared with school admin, the counseling team, and equity coordinator.

Long answer text

Name of person filling out this form (this may be a CHS staff member): *

Long answer text

Name of the student(s) HARMED / IMPACTED: *

You may write "anonymous," but it will be challenging for CHS to take action in response to your report.

Long answer text

Name of the student(s) who caused harm: *

Long answer text

Names of any witnesses or bystanders (if applicable) *

Long answer text

Have you told a staff person at school what happened? *

If so, who? (write their name)

Long answer text

THE INCIDENT REPORTING FORM

- What and Who?

Offense	Consequences
Allegation that doesn't meet threshold of harassment	Parent Notification, Student Conference
First offense	<ul style="list-style-type: none"> ● Parent Notification ● 1.5 day suspension ● Re-entry meeting ● Counseling ● Restoration
Second offense Severe first offense	<ul style="list-style-type: none"> ● Parent Notification ● 4 day suspension ● Re-entry meeting ● Counseling ● Restoration <p>*Future Development - Option to go through peer mediation to reduce suspension.</p>
Third offense	<ul style="list-style-type: none"> ● Parent Notification ● Two week suspension ● Re-entry meeting ● Counseling ● Restoration <p>*Future Development - Option to go through peer mediation to reduce suspension.</p>
Fourth offense	<ul style="list-style-type: none"> ● Parent Notification ● Online school

CONSEQUENCES

- Progressive Discipline
- Peer Mediation Plan TBD
- Grade Level Assemblies
December 18th-20th

A black and white photograph of a desk with a lamp, a chair, and framed artwork. The desk is on the left, with a lamp and a pen holder. A chair is in front of it. On the wall are two framed pictures. To the right is a dark cabinet or door.

School Culture Team

- Dr. Shelia Morgan-Osborne - Curriculum Director
- Becca Hart - Culture TOSA
- Erica Boykins - HS Social Worker
- Sara Pekny - HS Counselor

Homeroom Lessons

- State Standards-based lessons
- Planning in December and January
- Possible Implementation in February

CSD STAFF PROFESSIONAL DEVELOPMENT

- 2020: Teacher-led Courageous Conversations and Culturally Responsive Teaching.
- 2020-2021: K-12 Monthly PD by Center for Equity and Inclusion; Understanding Racism and Implementation of Equity Lens
- 2021-2023: K-12 PD led by District Equity Team, funded and coached by MCREN.
- 2023-2024: School Culture TOSA - Becca Hart, Homeroom Curriculum



Thank you for your support.



Corbett School District 39

Code: AC
Adopted: 1/17/18
Revised/Readopted: 6/16/21
Orig. Code(s): AC

Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race¹, color, religion, sex, sexual orientation², national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, and other civil rights or discrimination issues³, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

¹ Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047.

² "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth.

³ Districts are required to notify students and employees of the name, office address and telephone number of the employee or employees appointed.

END OF POLICY

Legal Reference(s):

ORS 174.100	ORS 659A.006	ORS 659A.409
ORS 192.630	ORS 659A.009	OAR 581-002-0001 – 002-0005
ORS 326.051(1)(e)	ORS 659A.029	OAR 581-021-0045
ORS 408.230	ORS 659A.030	OAR 581-021-0046
ORS 659.805	ORS 659A.040	OAR 581-021-0047
ORS 659.815	ORS 659A.103 - 659A.145	OAR 581-022-2310
ORS 659.850 - 659.860	ORS 659A.230 - 659A.233	OAR 581-022-2370
ORS 659.865	ORS 659A.236	OAR 839-003
ORS 659.870	ORS 659A.309	
ORS 659A.003	ORS 659A.321	

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2012); 29 C.F.R Part 1626 (20178).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2012); 29 C.F.R. Part 1630 (2018); 28 C.F.R. Part 35 (2018).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012); 34 C.F.R. Part 104 (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2018).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012); 28 C.F.R. §§ 42.101-42.106 (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012); 29 C.F.R. § 1601 (2018).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2012).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2012).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2012).

Cross Reference(s):

ACA - Americans with Disabilities Act

ACB - All Students Belong

GBA - Equal Employment Opportunity

GBEA - Workplace Harassment

JB - Equal Educational Opportunity

KL - Public Complaints

Corbett School District 39

Code: AC-AR
Reviewed: 1/17/18
Revised/Readopted: 6/16/21
Orig. Code(s): AC-AR

Discrimination Complaint Procedure

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

Step 1: Complaints may be oral or in writing and must be filed with the principal. Any staff member that receives a written or oral complaint shall report the complaint to the principal. The principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Step 2: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the principal's response to the complaint.

The superintendent or designee shall review the principal's decision within [eight] school days and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the principal's decision. The superintendent or designee will respond in writing to the complainant within 10 school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent's or designee's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 10 days of this meeting.

If the principal is the subject of the complaint, the individual may start at step 2 and should file a complaint with the superintendent or designee.

If the superintendent is the subject of the complaint, the complaint may start at step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member, may start at step 3 and should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at step 3 and be made directly to district counsel or Board vice chair.

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district, is a parent or guardian of a student who attends school in the district or is a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initial filing of the complaint, may appeal¹ the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

¹ An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

DISCRIMINATION COMPLAINT FORM

Name of Person Filing Complaint Date School or Activity

Student/Parent Employee Job applicant Other _____

Type of discrimination:

- | | | |
|--|--|---|
| <input type="checkbox"/> Race | <input type="checkbox"/> Mental or physical disability | <input type="checkbox"/> Age |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital status | <input type="checkbox"/> Sexual orientation |
| <input type="checkbox"/> Religion | <input type="checkbox"/> Familial status | <input type="checkbox"/> Pregnancy |
| <input type="checkbox"/> Sex | <input type="checkbox"/> Economic status | <input type="checkbox"/> Discriminatory use of a Native American mascot |
| <input type="checkbox"/> National or ethnic origin | <input type="checkbox"/> Veterans' status | <input type="checkbox"/> Other _____ |

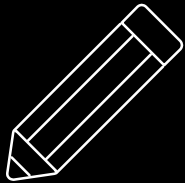
Specific complaint: (Please provide detailed information including names, dates, places, activities and results of the discussion.)

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

This complaint form should be mailed or submitted to the principal.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.



Work based learning at black rock

black  rock
office





Hello!

I am Haylie Soles.

I am a senior at Corbett High School, and I have been working at Black Rock Coffee Bar as a barista as part of the work-based learning program.



Social interactions

I work with a very small amount of people so one of the tasks I get stuck doing is talking to customers waiting for their drinks, it causes me to continue conversations and come out of my shell to be able to interact with people I don't know

Being able to do this is going to allow me to be able to be thrown in a situation where I don't know anyone but can be social enough to talk to others and not be as anxious. I'm going into a very social field so it's setting me up to succeed.



Diverse teamwork

- I have all older coworkers where im the youngest so its working with a very different mindset of people that are at different levels than me and of different backgrounds.

This skill helps me be able to work and deal with a lot of different people and their personalities. I'm also able to learn from their experiences.

A photograph of a "black rock coffee bar" building. The building is a single-story structure with a light-colored facade and a dark roof. The sign "black rock coffee bar" is visible on the building. The building is surrounded by some landscaping, including small trees and bushes. The photo is taken from a street-level perspective, showing a parking lot in the foreground and a blue sky with clouds in the background.

black rock
coffee bar

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Multitasking and fast paced environment

- Orders come in quick and we get slammed with drinks and food and because at most there's 5 people in the stand were all doing our own thing and sometimes have to take over a second and make multiple things at the same time.

This skill will make me able to multitask and keep on top of things in stressful situations and environments. Also able to work with those in similar situations and not get flustered.



...like starting a new drip)
...and scrub as its of aining (white drip scrubber is kept under the front sink)
...with just water and leave overnight
...turn off the headset - headset box is located next to the delivery platform tablet, headset battery
...located in the back room on top of the microwave
...nu > message enter > customer greater
...it, and select the checkmark (yes - the message is on)

- ☐ Clean sinks - one on front bar, one on back bar, and one by the oven
 - Finish with blue oven guard spray
 - Turn off faucet
 - Rinse with hot water
 - Scrub with sponge and soapy water
 - Take out and scrub the red rockets, wipe sink clean with rag

	S	M	L	XL
tea bags	1	1	2	2
hot water	6oz	6oz	8oz	10oz

Steep for 60-90 seconds
pour over heaping ice cup

Before i passed my black rock test



Working At



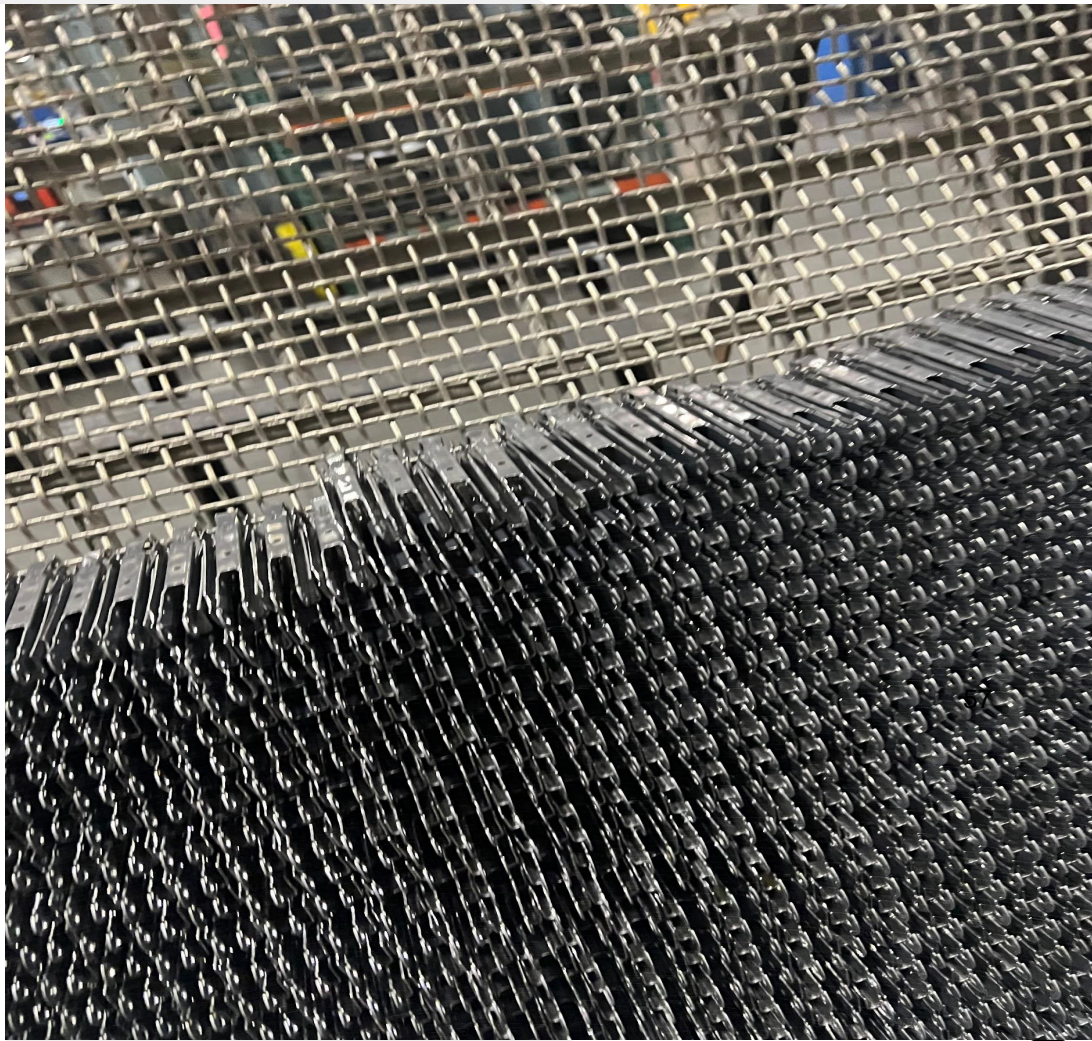
55



Hello!

I am Madison Davis.

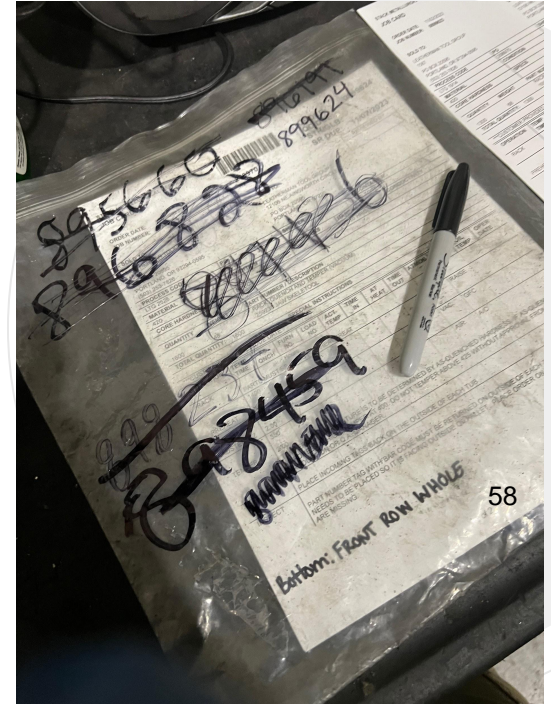
I am a senior at Corbett High School, and I have been working at Stack Metallurgical Part time for the work-based learning program.



Reading Job Cards

Every order that comes in has a job card. It varies from how hot the furnace should be to how many parts there are.

This helps me learn to tell orders apart. Two orders could be the exact same part but be treated completely different.



Organization

- Putting together parts before they are heat treated is important. I find the job card of the orders that need to be treated at the same temperature and put them together if necessary.

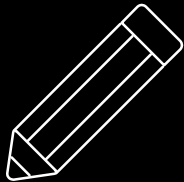
Learning how to read and put together orders teaches me how to organize and put orders together



Staying Busy

- Sometimes Work days can be slow due to less orders coming in. It's important to me to stay busy while i'm at work. Whenever I'm out of work, sweeping or organizing different stations and tables help keep me busy.





Corbett Country Market

CORBETT
COUNTRY MARKET
U.S.D.A. CHOICE MEATS
BUTCHERING • SMOKING

← GAS
UNLEADED
469.9
DIESEL
495.10

Corbett
country market

61



Hello!

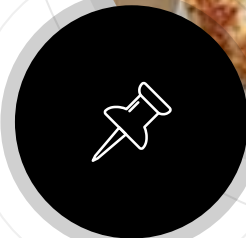
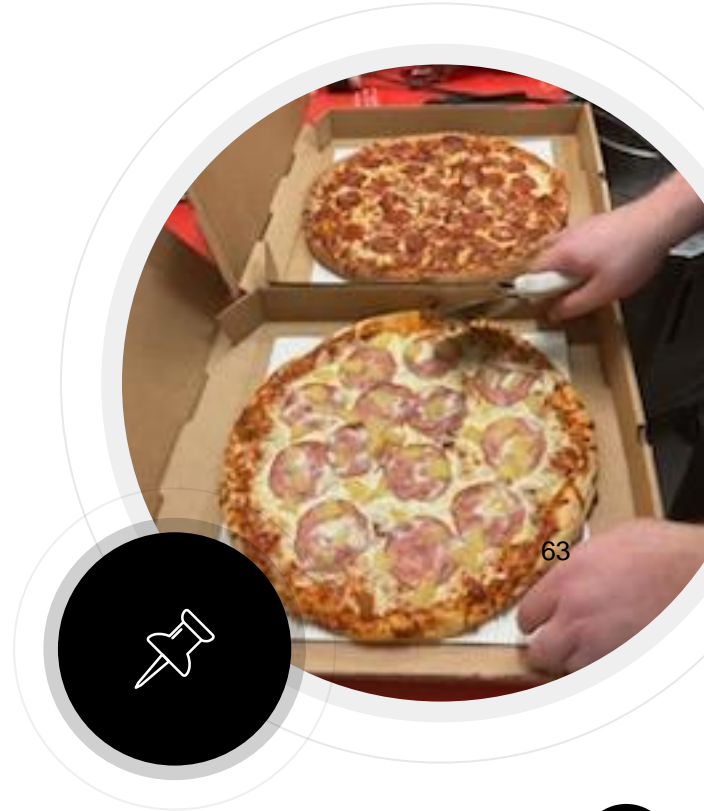
I am Dyson Oldright.

I am a senior at Corbett High School, and I have been working at the Corbett Country Market as a cook as part of the work-based learning program.

Communication

- At work, I develop this skill by helping customers and keeping coworkers informed on what we have cooking in the kitchen.

This skill will help me in my future goals by allowing me to understand and give clear instructions and information to others.



Problem Solving

- I develop this skill at work by occasionally having to do something with limited ingredients or tools, making my best judgment into an alternative for that thing.

This skill will help me with my future goals by improving my capability to fix things or find workarounds for them.




Culinary Arts

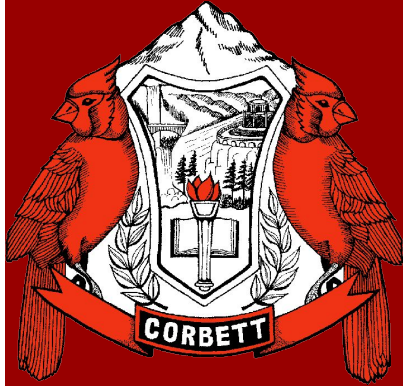
- At work, I spend most of my time preparing food and creating dishes, thereby developing my skills in cooking and culinary arts.

This skill will help me in my future goals by providing me the ability to cook quality meals for myself and others, also giving me the opportunity to continue working in the food service industry.





Loading Beef Jerky

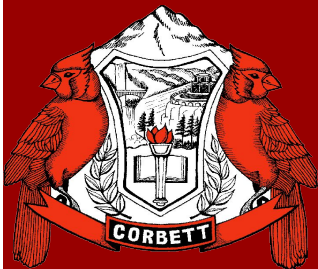


Corbett School District

Student Investment Account(SIA) Annual Report

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December 20, 2023



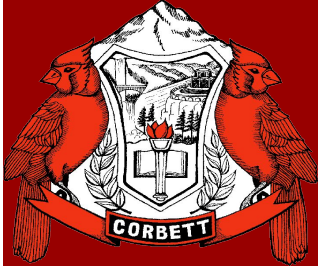
SIA Allowable Spending Categories

❖ Mental Health and Safety

❖ Class Size

❖ Well-Rounded Education

❖ Instructional Time



SIA Grant Priorities

Community generated spending priorities:

- ❖ Increase student access to counselors/mental health professionals.
- ❖ Address individual student needs through strategic class size/caseload reduction.
- ❖ Broaden curricular options, specifically Career & Technical Education (CTE) at the High School.

SY 2022-23 SIA Activities

\$837,315.02

Spending Category - Health and Safety

Continuing SIA activity for 2022-23

- ❖ Continue to partially fund one full-time counselor to serve students at the CAPS.

70

New SIA activity for 2022-2023

- ❖ Partially fund an FTE dedicated to counseling services at the High School

2022-23 SIA Activities

\$837,315.02

Spending Category - Class Size

Continuing SIA activity for 2022-23

- ❖ Continue to fund one classroom teacher at grades K-1 to maintain an average class size of 25 or lower.

71

- ❖ Continue to fund one additional full-time special education teacher to serve students at the Middle School.

2022-23 SIA activities

\$837,315.02

Spending Category - Class Size

Continuing SIA activities for 2022-23

- ❖ Increase FTE dedicated to English Language Development services from .5 to 1.0 to serve students K-12.
- ❖ Increase FTE dedicated to intervention services from .5 to 1.0 to serve students at the Grade School and Middle School.
- ❖ Hire an additional four paraeducators to increase one-on-one and small group instruction at the Grade School, CAPS, Middle School and the High School.

2022-23 SIA Activities

\$837,315.02

Spending Category - Well-Rounded Education

Continuing SIA activity for 2022-23

- ❖ Continue to fund one full-time CTE position at the high school.
- ❖ Allocated \$57,000 for new CTE supplies and materials.

Proposed 2023-24 SIA Activities

Preliminary Allocation \$850,795.93

Continue to fund:

- ❖ 1.0 FTE self-contained classroom teaching positions in grades K-1.
- ❖ 1.0 FTE CTE instruction at the high school.
- ❖ 1.0 FTE learning specialist at the middle school.
- ❖ .5 FTE ELD specialist.
- ❖ Three paraprofessionals to provide intervention for students in grades K-8.
- ❖ \$30,000 CTE supplies.

Proposed 2023-24 SIA Activities

Preliminary allocation \$850,795.93

New for 2023-24

- ❖ Certified CTE teacher will solidify our program and our place in the Consortium
- ❖ Integrated Guidance reporting going forward, which includes the following consolidations: Student Investment Account (SIA), High School Success (HHS), Continuous Improvement Plan (CIP), Career & Technical Education (CTE).

Annual Report Narrative #1

What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2022-23 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan?

We continue to review and revise, where needed, our behaviors, policies and practices because of the opportunities afforded to us by SIA funding. We are continuing our pursuit of excellence where equity is concerned. We have restructured our monthly equity meetings to impact more of our staff by holding these meetings during the staff meetings of each school once a month. We have also continued to consistently and intentionally view our colleagues, our community, our stakeholders, and our students through an equity lens. This turn to equity in all areas of our district has led to practices that are working to build a stronger community within our school so that we can carry it out into our community more effectively.

With a vision to build a district with a strong equity base, funded by SIA, we were able to hire school counselors to meet the social and emotional needs of our students. Our counseling staff has been well-received by both our students and their families as both groups actively reach out for assistance. These professionals have served our students and supported our faculty as they assess student needs, connect families to community resources, and facilitate student well-being.

With SIA funding this past year we have been able to hire a full-time CTE teacher and expand our class offerings for those students who are interested in career and technical education classes because we understand the importance of offering equitable educational opportunities to all of our students. We now have a true CTE program with a series of three classes offered by a teacher with CTE certification.

As we strive to regain the learning loss and lockdown and isolation mentality of the pandemic, SIA funding has been instrumental in helping us accomplish our goals of caring for the whole student.

Annual Report Narrative #2

What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges?

Even with all that we have been able to do with funds provided by the Student Investment Account, there is always more that can be done.

Our counseling team has been well-received by both the students and their families, but now that our students are realizing that caring for your mental health and your social and emotional welfare is important, more students are willing to share their stories and seek guidance from the counseling team. Regrettably, many students are still on the fringes of support as they face various struggles throughout their day. Just as we want to reduce our class sizes and our student to teacher ratio, we need to also create smaller, more manageable groups for our counselors as they facilitate mental health care to our students and help to support their families. Unfortunately, we have seen an increase in bullying and hate speech and we feel it is because of students forgetting how to be kind and respectful to each other during the isolation of the pandemic. Small class sizes may not be enough right now to help bridge the gaps that continue to persist as students settle back into the routine of doing school on campuses and socializing with their peers and their teachers in person.

Additionally, our Special Education department has gained a reputation for excellent care and assistance to students and their families and we have a large percentage of these students for a district our size. However, we continue to be short-staffed in the number of paraprofessionals needed to aid these students in their various settings. Therefore, to keep our student-to-teacher ratios small and our caseloads manageable in our Special Education Program, the number of new hires from last year, again, need to be almost doubled this year.

There were no long-lasting adjustments made in 2022-23 to account for these barriers and challenges, however we are actively seeking resolutions this year.

Annual Report Narrative #3

SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the Community Engagement Toolkit and where your efforts might land on the spectrum as you complete your response.

With the knowledge that community engagement is an ongoing process and one that will always function best when the arrangement is intentional and authentic, we as a district have much improved in our engagement of our community stakeholders and parents. For the beginning of the school year 2022-2023, according to the ODE Community Engagement Toolkit, our level of engagement began with a 1, which correlates on the chart to “inform.” We were very good at communicating with our families and community partners and letting them know, informing them, when emergencies, events, or incidents occurred in the district. However, we rarely had a two-way communication system where we could “consult” the community and other stakeholders about their opinions or concerns. We decided to use grant funds to purchase Panorama, a national survey focused on parents’, students’, and staff’ perceptions. The survey then analyzes those perceptions and shows how they are linked to academic outcomes. This was a useful tool to help us start a conversation on how to best engage our community in some conversations about school decision-making.

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Our Superintendent’s short videos in the monthly district newsletter, as well as weekly and bi-weekly newsletters from various schools and Principal chats with parents each month, all work together to keep families both informed and engaged about what is going on in our district.

Last summer we sponsored the fourth of July parade for our local community and more recently, we allowed our Grade School parking lot to be used for a community Trunk or Treat even during Halloween. We also received a grant from PGE to purchase an electric charging station for electric vehicles. This service will be made available to all of our community members.

We will admit we still have some work to do in this area, but we are encouraged by our growth and are planning more ways to involve and collaborate with our community in the next school year.

Annual Report Narrative #4

As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts?

When we were first granted SIA funds, we had four priorities: integrating social and emotional learning and trauma-informed practices into our K-12 instructional program, expanding CTE options for our high school students, renovating the newly purchased Reynolds property to house the middle school, and reduce class sizes and special education caseloads.

Our district has always been student-centered, and as the world has become more diverse, and Oregon's ethnic demographics are slowly changing, our district has more recently become more equity conscious. Every recommendation made by these surveys and community talks led to decisions that would increase the academic, emotional, and social growth of our students. The Student Investment Account has done a great deal to propel our district forward to be a relevant part of the educational voice in Multnomah County. So we gratefully look forward to the distribution of these funds next year as we anticipate sustaining some decisions we made previously and make plans to create new opportunities for our students going forward.

Some lessons learned during this process have been: to allow the parents an opportunity to have a voice, to guide the students as they hear their own voice, and to be willing to collaborate with community partners and share in their voice. The Student Investment Account has made a great difference in the way we could afford to do school, but it also changed the way we wanted to do school. With the security of funds that could include all aspects of student's lives and well-being, we have learned that it is difficult to see any aspect of schooling without using an equitable view; we acknowledge that parents send us the very best that they have and we are to educate that child and guide them to be productive citizens in the community; we are reminded that all students can learn and SIA funds are helping us to reach a level of growth towards success that we would not otherwise be able to achieve.

Progress Marker Ratings

“Expect to see”: the kinds of early changes we believe are widely shared and anticipated from SIA implementation.

Every school recognizes and honors the strengths that educators, students and their families bring to the educational experience through active and consistent community engagement.	Low/ Medium /High/No observable change
An equity lens is in place, adopted, and woven through all policies, procedures and practices.	Low /Medium/High/No observable change
Data teams are forming, and they frequently review data that inform a school’s decision-making processes, including barriers to engagement and attendance.	Low/Medium/ High /No observable change
Schools and districts have an inventory of literacy assessments, tools, and curriculum being used.	Low/ Medium /High/No observable change
Increased communication exists between educators and families about student growth, literacy trajectory, areas for improvement, and individualized supports are provided.	Low/Medium/ High /No observable change
Schools and districts co-develop and communicate a shared understanding (among educators, students, families and community members) of what it means to be on track by the end of the 9th Grade.	Low/ Medium /High/No observable change

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Progress Marker Ratings

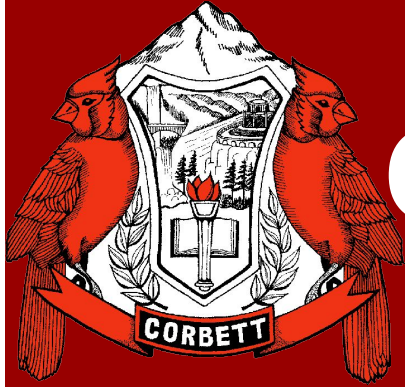
“Like to see”: changes we would like to see connected to SIA investments:

Every school has effective foundational learning practices in place including safe, welcoming classroom environments, social-emotional learning, trauma-informed practices, behavioral supports, and culturally sustaining practices.	Low/Medium/High/No observable change
Educators use student-centered approaches to foster student voice, reinforce student engagement and motivation, and increase academic achievement.	Low/Medium/High/No observable change
Dedicated time for professional learning and evaluation tools are in place to see if policies/procedures are adequately meeting the needs of students.	Low/Medium/High/No observable change
Comprehensive literacy strategies, including professional development plans for educators, are documented and communicated to staff, students (developmentally appropriate), and families.	Low/Medium/High/No observable change 15
An audit of 9th grade course scheduling is conducted, accounting for student core and support course placement, and disaggregated by student focal groups.	Low/Medium/High/No observable change
Schools strengthen partnerships with active community organizations and partners, including local public health, businesses, faith communities, tribal leaders, and others.	Low/Medium/High/No observable change

Progress Marker Ratings

“Love to see”: changes we would love to see connected to SIA investments:

Educators have a balanced assessment system in place to help them identify student learning in the areas of reading, writing, research, speaking, and listening that are clearly connected to Oregon’s English Language Arts and Literacy Standards.	Low/Medium/High/No observable change
School districts have a process to identify and analyze the barriers that disconnect students from their educational goals and/or impede students from graduating on time.	Low/Medium/High/No observable change
Students have avenues to share and communicate their dreams and aspirations at all levels, including a clear picture of the contributions and next steps they plan to take after they graduate from high school.	Low/Medium/High/No observable change



Corbett School District

Questions?

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Thank you!

Corbett School District
Financial Report to the Board of Directors
Wednesday, December 20, 2023

This report includes expenses and revenue recorded through November 30, 2023. The month is not yet closed, so additional expenses and revenue may be recorded as the bank reconciliation process is completed. P-card expenditures routinely experience a 30-day delay between the time expenses are incurred and when they show on our books.

Umpqua Valley Financial auditors have been working with staff to complete the 2022-23 financial statements. The auditors continue to assure us the work will be done timely.

After the audit is complete the Board will be asked to approve a resolution to revise the Adopted budget to reflect actual beginning fund balances and to make other adjustments for current year activity.

Thank you,
Cindy Duley, Business Manager
cduley@corbett.k12.or.us

Board Financial Reports Guide:

Summary of Budget and Actual Expenditures by Fund and Major Function

Shows the year-to-date expenditures compared to the legally appropriated budget. Actual expenditures cannot exceed appropriation.

Year-to-Year Fund Statements

Shows the current year-to-date revenues and expenditures compared to the same time last year for the following funds:

- General Fund
- Food Services Fund
- Federal Funds
- Student Investment Account
- FF&C Loan
- GO Bond 2021
- OSCIM Grant
- GO Bond Debt Service
- Energy Projects

Year-to-Year General Fund Revenues and Expenditures by Month

Shows prior year and current year-to-date revenues and expenditures in more detail, by major category and month, for the General Fund.

Corbett School District 39
Monthly Financial Report
As of November 30, 2023

Summary of Budget and Actual Expenditures by Fund and Major Function

Current Budget vs Actual Total Expenses	Current Budget	Nov 30 2023 YTD Actuals	Nov 30 2023 Balance
Fund: 01 General Fund			
1000 Instruction	8,459,144	2,675,974	5,783,170
2000 Support Services	5,480,001	2,321,078	3,158,923
3000 Enterprise & Community Services	173,663	8,981	164,682
5100 Debt Service	253,182	102,785	150,397
6000 Contingencies	290,842	-	290,842
Fund: 01 General Fund Total	14,656,832	5,108,819	9,548,013
Fund: 02 Food Services Fund			
3000 Enterprise & Community Services	428,710	113,344	315,366
Fund: 02 Food Services Fund Total	428,710	113,344	315,366
Fund: 03 Federal Funds			
1000 Instruction	276,486	283,391	(6,905)
2000 Support Services	911,211	237,687	673,524
5100 Debt Service	-	45,010	(45,010)
Fund: 03 Federal Funds Total	1,187,697	566,087	621,610
Fund: 04 Student Investment Account			
1000 Instruction	606,327	180,081	426,246
2000 Support Services	210,185	133,798	76,387
Fund: 04 Student Investment Account Total	816,512	313,879	502,633
Fund: 06 Student Body Trust Fund			
1000 Instruction	300,000	-	300,000
Fund: 06 Student Body Trust Fund Total	300,000	-	300,000
Fund: 08 Full Faith & Credit Loan			
4000 Facilities Acquisition/Construction	2,355,000	2,212,575	142,425
5100 Debt Service	150,000	-	150,000
Fund: 08 Full Faith & Credit Loan Total	2,505,000	2,212,575	292,425
Fund: 09 GO Bond 2021			
2000 Support Services	54,335	601,977	(547,642)
4000 Facilities Acquisition/Construction	964,665	177,441	787,224
Fund: 09 GO Bond 2021 Total	1,019,000	779,418	239,582
Fund: 10 Bond Matching Grant			
4000 Facilities Acquisition/Construction	4,000,000	614,081	3,385,919
Fund: 10 Bond Matching Grant Total	4,000,000	614,081	3,385,919
Fund: 11 Debt Service Fund			
5100 Debt Service	411,952	-	411,952
5200 Transfers Out	30,000	-	30,000
Fund: 11 Debt Service Fund Total	441,952	-	441,952
Fund: 20 Energy Projects Fund			
4000 Facilities Acquisition/Construction	20,000	-	20,000
Fund: 20 Energy Projects Fund Total	20,000	-	20,000
Grand Total - All Funds	25,375,703	9,708,202	15,667,501

Corbett School District No. 39
Board Financial Report
Fund 01: General Fund

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End	Year to Date	% of YE	Current	Projected	Year to Date	% of
	Actuals	Nov 30 2022	Actuals	Budget	Actual	Nov 30 2023	Budgeted
Revenues							
Property Taxes	2,066,562	713,077	35%	2,178,344	2,178,344	1,229,146	56%
State School Fund	10,065,153	4,891,524	49%	10,551,633	10,551,633	5,222,761	49%
Local Sources	414,761	104,567	25%	440,400	440,400	326,198	74%
Intermediate Sources	401,411	-	0%	201,200	201,200	419	0%
State Sources	1,154,815	329,751	29%	712,328	712,328	24,936	4%
Federal Sources	129,869	25,315	19%	49,172	49,172	66,539	135%
Total Revenues	14,232,571	6,064,233	43%	14,133,077	14,133,077	6,869,999	49%
Expenditures							
Salaries	7,256,842	2,675,430	37%	7,396,526	7,396,526	2,645,523	36%
Associated Payroll	4,412,984	1,513,063	34%	4,396,579	4,396,579	1,517,906	35%
Purchased Services	1,670,755	438,236	26%	1,090,187	1,090,187	469,113	43%
Supplies & Materials	661,896	287,381	43%	747,647	747,647	286,756	38%
Capital Outlay	65,080	26,277	40%	171,000	171,000	18,209	11%
Debt Service	189,146	69,563	37%	253,182	253,182	102,785	41%
Other Objects	315,083	249,601	79%	310,869	310,869	68,527	22%
Contingency	-	-	-	290,842	290,842	-	0%
Total Expenditures	14,571,785	5,259,550	36%	14,656,832	14,656,832	5,108,819	35%
Other Sources (Uses)							
Other Sources	-	-	-	251,000	251,000	-	0%
Transfer In	-	-	-	30,000	30,000	-	0%
Transfer Out	(41,122)	-	0%	-	-	-	-
Total Other Sources (Uses)	(41,122)	-	0%	281,000	281,000	-	0%
Change in Fund Balance	(380,337)	804,683		(242,755)	(242,755)	1,761,180	
Fund Balance - Beginning	1,305,723	1,305,723		1,065,086	925,386	925,386	
Fund Balance - Ending	925,386	2,110,406		822,331	682,631	2,686,567	

YTD Revenues	FY 2022-23	FY 2023-24	Variance	% Change
Property Taxes	713,077	1,229,146	516,069	72%
State School Fund	4,891,524	5,222,761	331,237	7%
Local Sources	104,567	326,198	221,632	212%
Intermediate Sources	-	419	419	
State Sources	329,751	24,936	(304,815)	-92%
Federal Sources	25,315	66,539	41,224	163%
Total Revenues	6,064,233	6,869,999	805,766	13%

YTD Expenditures	FY 2022-23	FY 2023-24	Variance	% Change
Salaries	2,675,430	2,645,523	(29,907)	-1%
Associated Payroll	1,513,063	1,517,906	4,843	0%
Purchased Services	438,236	469,113	30,877	7%
Supplies & Materials	287,381	286,756	(625)	0%
Capital Outlay	26,277	18,209	(8,068)	-31%
Debt Service	69,563	102,785	33,222	48%
Other Objects	249,601	68,527	(181,074)	-73%
Total Expenditures	5,259,550	5,108,819	(150,731)	-3%

**Corbett School District No. 39
Board Financial Report
Fund 02: Food Services Fund**

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
State School Fund	2,915	-	0%	2,000	2,000	-	0%
Local Sources	75,841	24,882	33%	120,000	120,000	37,931	32%
State Sources	6,749	285	4%	4,000	4,000	2,005	50%
Federal Sources	138,059	99,475	72%	121,000	121,000	20,384	17%
Total Revenues	223,564	124,642	56%	247,000	247,000	60,321	24%
Expenditures							
Salaries	98,661	38,958	39%	136,223	136,223	41,700	31%
Associated Payroll	66,281	25,602	39%	65,125	65,125	24,713	38%
Purchased Services	36,753	8,440	23%	6,000	6,000	-	0%
Supplies & Materials	130,046	51,376	40%	217,862	217,862	46,801	21%
Debt Service	(3,196)	(3,196)	100%	-	-	-	-
Other Objects	1,425	84	6%	3,500	3,500	131	4%
Total Expenditures	329,969	121,264	37%	428,710	428,710	113,344	26%
Other Sources (Uses)							
Transfer In	41,122	-	0%	-	-	-	-
Total Other Sources (Uses)	41,122	-	0%	-	-	-	-
Change in Fund Balance	(65,283)	3,378		(181,710)	(181,710)	(53,023)	
Fund Balance - Beginning	65,283	65,283		196,133	(0)	(0)	
Fund Balance - Ending	(0)	68,661		14,423	(181,710)	(53,024)	

YTD Revenues	FY 2022-23	FY 2023-24	Variance	% Change
Local Sources	24,882	37,931	13,049	52%
State Sources	285	2,005	1,720	603%
Federal Sources	99,475	20,384	(79,090)	-80%
Total Revenues	124,642	60,321	(64,321)	-52%

YTD Expenditures	FY 2022-23	FY 2023-24	Variance	% Change
Salaries	38,958	41,700	2,742	7%
Associated Payroll	25,602	24,713	(890)	-3%
Purchased Services	8,440	-	(8,440)	-100%
Supplies & Materials	51,376	46,801	(4,575)	-9%
Debt Service	(3,196)	-	3,196	-100%
Other Objects	84	131	47	55%
Total Expenditures	121,264	113,344	(7,919)	-7%

**Corbett School District No. 39
Board Financial Report
Fund 03: Federal Funds**

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
Federal Sources	1,046,020	18,510	2%	1,187,697	1,187,697	233,960	20%
Total Revenues	1,046,020	18,510	2%	1,187,697	1,187,697	233,960	20%
Expenditures							
Salaries	501,486	114,216	23%	586,264	586,264	338,229	58%
Associated Payroll	179,437	57,826	32%	241,490	241,490	119,883	50%
Purchased Services	330,812	487	0%	21,119	21,119	91,140	432%
Supplies & Materials	34,277	11,456	33%	338,824	338,824	16,826	5%
Other Objects	8	-	0%	-	-	10	
Total Expenditures	1,046,020	183,985	18%	1,187,697	1,187,697	566,087	48%
Change in Fund Balance	-	(165,475)		-	-	(332,127)	
Fund Balance - Beginning	8,401	8,401		-	8,401	8,401	
Fund Balance - Ending	8,401	(157,074)		-	8,401	(323,726)	

	FY 2022-23	FY 2023-24	Variance
YTD Revenues			
Federal Sources	18,510	233,960	215,450
Total Revenues	18,510	233,960	215,450

	FY 2022-23	FY 2023-24	Variance
YTD Expenditures			
Salaries	114,216	338,229	224,013
Associated Payroll	57,826	119,883	62,057
Purchased Services	487	91,140	90,652
Supplies & Materials	11,456	16,826	5,370
Other Objects	-	10	10
Total Expenditures	183,985	566,087	382,102

**Corbett School District No. 39
Board Financial Report
Fund 04: Student Investment Account**

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
State Sources	850,796	425,398	50%	816,512	816,512	-	0%
Total Revenues	850,796	425,398	50%	816,512	816,512	-	0%
Expenditures							
Salaries	574,433	198,274	35%	526,785	526,785	219,620	42%
Associated Payroll	269,012	106,621	40%	286,663	286,663	94,259	33%
Purchased Services	7,350	7,350	100%	-	-	-	-
Supplies & Materials	-	491		3,064	3,064	-	0%
Other Objects	1	-	0%	-	-	-	-
Total Expenditures	850,796	312,736	37%	816,512	816,512	313,879	38%
Change in Fund Balance	0	112,662		-	-	(313,879)	
Fund Balance - Beginning	-	-		-	0	0	
Fund Balance - Ending	0	112,662		-	0	(313,879)	

	FY 2022-23	FY 2023-24	Variance
YTD Revenues			
State Sources	425,398	-	(425,398)
Total Revenues	425,398	-	(425,398)

	FY 2022-23	FY 2023-24	Variance
YTD Expenditures			
Salaries	198,274	219,620	21,346
Associated Payroll	106,621	94,259	(12,363)
Purchased Services	7,350	-	(7,350)
Supplies & Materials	491	-	(491)
Total Expenditures	312,736	313,879	1,143

Corbett School District No. 39
Board Financial Report
Fund 08: General Fund, FF&C Loan

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
State Sources	20,905	-	0%	-	-	-	
Total Revenues	20,905	-	0%	-	-	-	
Expenditures							
Purchased Services	-	-		2,355,000	2,355,000	429	0%
Capital Outlay	158,460	241,860	153%	-	-	2,212,146	
Debt Service	-	-		150,000	150,000	-	0%
Other Objects	3,132	-	0%	-	-	-	
Total Expenditures	161,592	241,860	150%	2,505,000	2,505,000	2,212,575	88%
Other Sources (Uses)							
Other Sources	-	-		4,860,000	4,860,000	-	0%
Total Other Sources (Uses)	-	-		4,860,000	4,860,000	-	0%
Change in Fund Balance	(140,687)	(241,860)		2,355,000	2,355,000	(2,212,575)	
Fund Balance - Beginning	2,353,262	2,353,262		-	2,212,575	2,212,575	
Fund Balance - Ending	2,212,575	2,111,402		2,355,000	4,567,575	-	
			YTD Expenditures	FY 2022-23	FY 2023-24	Variance	
			Purchased Services	-	429	429	
			Capital Outlay	241,860	2,212,146	1,970,286	
			Total Expenditures	241,860	2,212,575	1,970,715	

**Corbett School District No. 39
Board Financial Report
Fund 09: GO Bond 2021**

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
Local Sources	25,463	6,155	24%	20,000	20,000	-	0%
Intermediate Sources	178	-	0%	-	-	-	-
Total Revenues	25,641	6,155	24%	20,000	20,000	-	0%
Expenditures							
Purchased Services	-	-		1,019,000	1,019,000	-	0%
Capital Outlay	22,791	-	0%	-	-	779,418	-
Other Objects	-	633		-	-	-	-
Total Expenditures	22,791	633	3%	1,019,000	1,019,000	779,418	76%
Other Sources (Uses)							
Other Sources	-	-		364,665	364,665	-	0%
Total Other Sources (Uses)	-	-		364,665	364,665	-	0%
Change in Fund Balance	2,850	5,522		(634,335)	(634,335)	(779,418)	
Fund Balance - Beginning	998,897	998,897		634,335	1,001,747	1,001,747	
Fund Balance - Ending	1,001,747	1,004,420		-	367,412	222,329	

	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>Variance</u>
YTD Revenues			
Local Sources	6,155	-	(6,155)
Total Revenues	6,155	-	(6,155)

	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>Variance</u>
YTD Expenditures			
Capital Outlay	-	779,418	779,418
Other Objects	633	-	(633)
Total Expenditures	633	779,418	778,785

**Corbett School District No. 39
Board Financial Report
Fund 10: OSCIM Grant**

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
State Sources	2,705,767	224,787	8%	1,335,164	1,335,164	603,299	45%
Total Revenues	2,705,767	224,787	8%	1,335,164	1,335,164	603,299	45%
Expenditures							
Capital Outlay	2,705,767	-	0%	4,000,000	4,000,000	614,081	15%
Total Expenditures	2,705,767	-	0%	4,000,000	4,000,000	614,081	15%
Change in Fund Balance	-	224,787		(2,664,836)	(2,664,836)	(10,782)	
Fund Balance - Beginning	-	-		2,664,836	-	-	
Fund Balance - Ending	-	224,787		-	(2,664,836)	(10,782)	

	FY 2022-23	FY 2023-24	Variance
YTD Revenues			
State Sources	224,787	603,299	378,512
Total Revenues	224,787	603,299	378,512

	FY 2022-23	FY 2023-24	Variance
YTD Expenditures			
Capital Outlay	-	614,081	614,081
Total Expenditures	-	614,081	614,081

**Corbett School District No. 39
Board Financial Report
GO Bond Debt Service Fund**

	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
Property Taxes	386,793	132,462	34%	467,446	467,446	283,897	61%
Local Sources	1,779	1,779	100%	-	-	-	
Intermediate Sources	85	-	0%	-	-	79	
Total Revenues	388,658	134,241	35%	467,446	467,446	283,976	61%
Expenditures							
Debt Service	380,219	31,115	8%	411,952	411,952	-	0%
Total Expenditures	380,219	31,115	8%	411,952	411,952	-	0%
Other Sources (Uses)							
Transfer Out	-	-		(30,000)	(30,000)	-	0%
Total Other Sources (Uses)	-	-		(30,000)	(30,000)	-	0%
Change in Fund Balance	8,439	103,126		25,494	25,494	283,976	
Fund Balance - Beginning	912	912		-	9,351	9,351	
Fund Balance - Ending	9,351	104,038		25,494	34,845	293,328	

YTD Revenues	FY 2022-23	FY 2023-24	Variance
Property Taxes	132,462	283,897	151,436
Local Sources	1,779	-	(1,779)
Intermediate Sources	-	79	79
Total Revenues	134,241	283,976	149,736

YTD Expenditures	FY 2022-23	FY 2023-24	Variance
Debt Service	31,115	-	(31,115)
Total Expenditures	31,115	-	(31,115)

**Corbett School District No. 39
Board Financial Report
Fund 20: Energy Projects Fund**

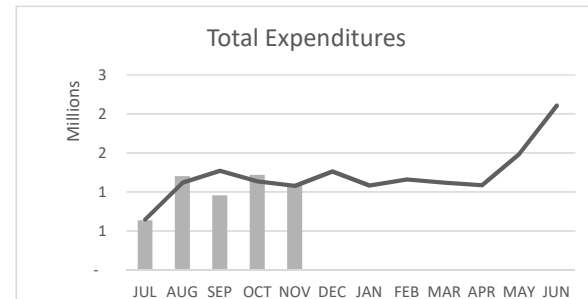
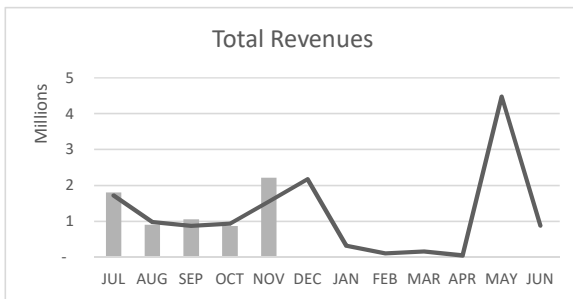
	Fiscal Year 2022-2023			Fiscal Year 2023-2024			
	Year End Actuals	Year to Date Nov 30 2022	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2023	% of Budgeted
Revenues							
Local Sources	29,427	11,080	38%	30,000	30,000	12,255	41%
Total Revenues	29,427	11,080	38%	30,000	30,000	12,255	41%
Expenditures							
Purchased Services	-	-		20,000	20,000	-	0%
Total Expenditures	-	-		20,000	20,000	-	0%
Change in Fund Balance	29,427	11,080		10,000	10,000	12,255	
Fund Balance - Beginning	25,873	25,873		64,552	55,301	55,301	
Fund Balance - Ending	55,301	36,953		74,552	65,301	67,556	

YTD Revenues	FY 2022-23	FY 2023-24	Variance
Local Sources	11,080	12,255	1,175
Total Revenues	11,080	12,255	1,175

**FUND 01: GENERAL FUND
Revenues and Expenditures by Month**

FY 2022-2023	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Revenues													
Property Taxes	6,974	4,560	5,351	2,792	693,400	1,185,768	20,359	14,376	50,367	10,012	16,472	56,132	2,066,562
State School Fund	1,631,160	815,091	815,091	815,091	815,091	818,240	-	-	-	-	4,358,304	(2,915)	10,065,153
Local Sources	13,384	19,208	30,590	18,257	23,127	31,491	21,238	21,057	108,938	37,964	9,211	80,295	414,761
Intermediate Sources	-	-	-	-	-	-	-	-	958	-	452	400,000	401,411
State Sources	66,685	123,504	17,964	100,000	21,597	140,779	278,222	71,302	-	-	88,176	246,587	1,154,815
Federal Sources	-	19,792	5,524	-	-	-	-	-	-	-	-	104,554	129,869
Other Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,718,202	982,155	874,520	936,139	1,553,216	2,176,278	319,818	106,735	160,263	47,976	4,472,614	884,653	14,232,571
Expenditures													
Salaries	154,658	640,751	597,617	633,847	648,558	589,280	632,960	603,345	600,507	601,957	633,541	919,821	7,256,842
Associated Payroll	143,086	352,314	323,117	344,161	350,386	368,396	382,330	353,999	361,894	360,230	376,882	696,190	4,412,984
Purchased Services	79,824	60,725	160,800	106,468	30,419	196,268	41,594	142,561	123,396	96,322	294,539	337,841	1,670,755
Supplies & Materials	32,157	56,261	139,123	34,730	25,110	55,568	20,457	30,194	27,524	23,170	159,633	57,969	661,896
Capital Outlay	-	-	16,469	9,808	-	-	-	-	-	-	-	38,803	65,080
Debt Service	29,973	4,168	20,286	4,168	10,968	20,437	4,168	24,217	4,168	4,168	21,457	40,968	189,146
Other Objects	209,069	7,923	14,933	2,529	15,146	33,847	1,701	7,986	4,083	288	1,575	16,001	315,083
Total Expenditures	648,766	1,122,143	1,272,346	1,135,709	1,080,586	1,263,797	1,083,210	1,162,302	1,121,572	1,086,135	1,487,628	2,107,592	14,571,785

FY 2023-2024	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Revenues													
Property Taxes	-	4,554	5,245	3,068	1,216,279	-	-	-	-	-	-	-	1,229,146
State School Fund	1,741,617	870,286	870,286	870,286	870,286	-	-	-	-	-	-	-	5,222,761
Local Sources	6,393	494	184,865	931	133,515	363	-	-	-	-	-	-	326,561
Intermediate Sources	-	419	-	-	-	-	-	-	-	-	-	-	419
State Sources	12,417	10,527	-	-	1,991	-	-	-	-	-	-	-	24,936
Federal Sources	46,713	19,826	-	-	-	-	-	-	-	-	-	-	66,539
Other Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,807,140	906,106	1,060,396	874,286	2,222,072	363	-	-	-	-	-	-	6,870,362
Expenditures													
Salaries	136,188	573,919	603,732	737,394	594,290	-	-	-	-	-	-	-	2,645,523
Associated Payroll	129,094	349,918	259,895	406,417	372,583	4,788	-	-	-	-	-	-	1,522,695
Purchased Services	154,774	131,430	41,000	60,517	81,392	1,536	-	-	-	-	-	-	470,648
Supplies & Materials	94,851	101,003	50,078	12,870	27,954	-	-	-	-	-	-	-	286,756
Capital Outlay	16,826	-	-	1,383	-	-	-	-	-	-	-	-	18,209
Debt Service	47,866	42,415	4,168	4,168	4,168	4,168	-	-	-	-	-	-	106,953
Other Objects	59,897	5,589	886	507	1,647	92	-	-	-	-	-	-	68,619
Total Expenditures	639,496	1,204,274	959,759	1,223,256	1,082,033	10,584	-	-	-	-	-	-	5,119,403



STATE OF OREGON GRANT AGREEMENT

GRANT NO. 34074

"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 **Corbett SD 39** ("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:

Derek Fialkiewicz
Corbett SD 39
35800 E Hist Columbia River Hwy
Corbett, OR 97019-9629

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 \$268,327.27 ("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.

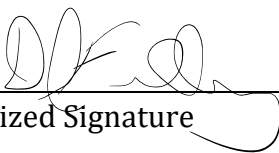
IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Deputy Director of Procurement

11/06/2023
Date

Corbett SD 39

By: 
Authorized Signature

11/20/2023
Date

Derek Fialkiewicz
Printed Name

Superintendent
Title

93-6000851
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 (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 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. 34351

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Corbett SD 39 (“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:

Derek Fialkiewicz
Corbett SD 39
35800 E Hist Columbia River Hwy
Corbett, OR 97019-9629

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 \$988,603.49 (“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 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
Contracting Officer

11/07/2023
Date

Corbett SD 39

By: [Signature]
Authorized Signature
Derek Fialkiewicz

11/20/2023
Date
Superintendent

Printed Name
93-6000851

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 CORBETT SD 39

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	92.90%	93.90%	94.90%	>95.00%	>95.00%
Stretch Target: All Students	94.00%	>95.00%	>95.00%	>95.00%	>95.00%
Gap-Closing Target: All Focal Group Students	87.70%	88.80%	89.80%	90.90%	92.00%
Five Year Cohort Completion					
Baseline Target: All Students	93.50%	94.50%	>95.00%	>95.00%	>95.00%
Stretch Target: All Students	94.00%	>95.00%	>95.00%	>95.00%	>95.00%
Gap-Closing Target: All Focal Group Students	92.50%	93.70%	94.80%	>95.00%	>95.00%

9th Grade on-Track					
Baseline Target: All Students	>95.00%	>95.00%	>95.00%	>95.00%	>95.00%
Stretch Target: All Students	>95.00%	>95.00%	>95.00%	>95.00%	>95.00%
Gap-Closing Target: All Focal Group Students	89.20%	90.20%	91.20%	92.20%	93.00%
3rd Grade ELA Proficiency					
Baseline Target: All Students	46.80%	48.50%	50.10%	51.80%	53.40%
Stretch Target: All Students	47.40%	49.60%	51.80%	54.00%	56.20%
Gap-Closing Target: All Focal Group Students	19.90%	22.40%	24.90%	27.40%	29.90%
Regular Attenders					
Baseline Target: All Students	64.60%	65.90%	67.30%	68.60%	70.00%
Stretch Target: All Students	65.60%	67.90%	70.30%	72.60%	75.00%
Gap-Closing Target: All Focal Group Students	44.40%	47.00%	49.70%	52.30%	55.00%

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					
Baseline Target: All Students					
Stretch Target: All Students					
Gap-Closing Target: All Focal Group Students					

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.

Corbett School District: Early Literacy Grant Application

December 20, 2023

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Presenters:

Summer Bell-Watkins, Intervention Specialist

Michelle Dawkins, Corbett Grade School Principal



Corbett School District: Early Literacy Grant Application

Enrolled House Bill 3198

SECTION 4. Eligibility for grants

(4) An application described in subsection (3) of this section must be presented and approved by the school district board or the governing body of the public charter school at an open meeting following:

- (a) Oral presentation of the application by an administrator of the school district or public charter school to the school district board or the governing body of the public charter school; and
- (b) Opportunity for the public to comment on the application.

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Early Literacy Success School District Grants

What: Non-competitive, application-based, annual grant-in-aid

Who: School districts and eligible public charter schools that are elementary schools

Why: To support comprehensive early literacy plans that are research-based and culturally responsive

When: Application deadline January 8, 2024

How Much: \$90 million for the 2023-25 biennium funded through the Statewide Education Initiatives Account

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Why the Early Literacy Success School District Grant Matters

- Literacy is the foundation for learning.
- "Literacy is inseparable from opportunity, and opportunity is inseparable from freedom. The freedom promised by literacy is freedom from—from ignorance, oppression, poverty—and freedom to—to do new things, make choices, and learn." *Kōichirō Matsuura, former Director-General of UNESCO.*
- Securing an Early Literacy Success School District Grant is the best way for our school district to have the resources necessary to boost and enhance our ability to deliver high-quality literacy instruction and interventions.
 - We can opt to customize how the funds are spent in many ways, and we plan to use¹⁴⁷ our funds for staffing, professional development, high dosage tutoring, and curriculum
- Through this grant, our students will grow their literacy skills and become stronger readers and writers. This can lead to many benefits, including an increased sense of belonging, improved attendance, and increased graduation rates.



Early Literacy Success School District Grants

Allowable uses include:

Professional development and coaching in research-aligned literacy strategies for teachers and administrators in early elementary grades.

Extended learning programs that use research-aligned literacy strategies and that are made available to students in early elementary grades by licensed teachers or by qualified tutors.

High-dosage tutoring that integrates reading and writing and is delivered by a qualified tutor.

The adoption and implementation of curricula that uses **research-aligned literacy strategies**. ¹⁴⁸

Literacy specialists, coaches or interventionists to support all of the above



Early Literacy Plan and Allocation

Our application for the Early Literacy Success School District Grant covers the initial 2023-2025 biennium and was submitted by January 8, 2024.

Allocations for each year:

2023-24 School Year

- \$78,521.23 (.5 intervention specialist and .65 educational assistant)

2024-25 School Year

- \$81,726.18 (.5 intervention specialist and .65 educational assistant)

25% Matching funds come from Title 1A



Early Literacy Program Review

Our Literacy Team reviewed our curriculum and materials, assessments, professional development, instructional practice, classroom environment, and family and community engagement in the areas of:

- Student Belonging
- Family and Community Partnerships
- Oral Language as a Root of Literacy Development
- Reading Models Based in Research, and Foundational Skills Writing¹⁵⁰
- Reading, Comprehension, Vocabulary, and Background Knowledge
- Core Instruction and Assessment
- Reaching all learners



Early Literacy Program Review

Strengths...

Honoring the uniqueness of each student

Professional Development (LETRS)

Updating foundational skills curriculum (Foundations)

Gathering data to better inform instruction

Not yet...

Assessment alignment to State Standards

Culturally responsive curriculum (ongoing)

Providing ELA coaching for classroom teachers



Research-Aligned Curriculum

Foundations K-3

Foundations is a research-based approach and extensive materials allow K–3 teachers to confidently present a carefully structured reading, spelling, and handwriting curriculum using engaging, multisensory techniques.

Wit and Wisdom 2/3

Students read authentic, complex texts while practicing reading, writing, speaking and listening, and vocabulary together to build knowledge of the world around them.

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Words Their Way

Words Their Way is a supplemental literacy program that provides all the resources needed to personalize word study instruction to meet individual student needs.



Inventory

- Foundations - early literacy skills
- Words Their Way - spelling and morphology
- Wit and Wisdom - ELA for 2/3
- Heggarty - phonological awareness
- Fly Leaf - decodable books
- Geodes - decodable books
- PDX Reading Specialist Kits - phonics and phonemic awareness
- Building Vocabulary - vocabulary skills

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Professional Development and Coaching

- CSD K-5 teachers are currently in year two of LETRS professional development
- Developed a phased approach, starting with foundational training in LETRS principles and gradually moving towards specialized topics
- Listen to ongoing feedback mechanisms to ensure the professional development aligns with the evolving needs of teachers
- Honor a community of practice where educators can share successes, challenges, and insights related to the implementation of LETRS strategies
- Providing an instructional coach for teachers in grades K-6

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Extended Learning Programs

For the past two years, we have invited all entering kindergarten students to join Corbett Grade School and CAPS for Kindergarten Camp in August

- Introduction for students to meet teachers and the routine of school
- Our reading specialist accessed each student with the help of an educational assist
- Lessons were provided to engage students in beginning literacy skills
- Planning for Friday or after school support 2024-25 school year for students receiving intervention services (survey to establish interest and preference¹⁵⁵ of time/day)
- We would use classroom teachers, our trained intervention assistants, and our regular substitutes that are familiar with our students and how literacy is taught in our school



High-Dosage Tutoring

- Currently 120 students are receiving ELA intervention services
- Using a tier model to provide targeted instruction
- Certified teacher implementing curriculum and progress monitoring of student growth
- Educational assistants provide daily small group instruction and one-to-one instruction
- Student Assistant Team (SAT) meetings are three times a year to discuss individual student growth and progress

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Student Growth Assessment

- DIBELS Assessment K-6 (three times per year)
- NWEA MAP Assessment 2-8 (two times per year)
- Foundations progress monitoring
- PAST (phonological awareness screening test)
- LETRS word reading screener
- Diagnostic Letter knowledge survey



Communication Plan

Other School Districts

Portland Reading Council, Oregon State Literacy Association, Oregon Council of Teachers of English, district website, social media

Elementary schools in our district

Discussion is ongoing between our two schools

Staff meetings with both schools present to review progress

Families of the school district

Survey, PTA Meetings, Site Council, School Newsletter

District Website, Email, Social Media, School Board Meetings, and Literacy Night

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Members of the school district community

Site Council, Website, Social Media, School Board Meetings, Literacy Night, and Grange



Early Literacy Success Initiative Resources

- [The text of House Bill 3198 which created the Early Literacy Success Initiative](#)
- [Oregon's Early Literacy Success Initiative Overview](#)
- [Oregon's Early Literacy Framework: A Strong Foundation for Readers and Writers \(K-5\)](#)



Questions or comments



Corbett School District 39

Code: FB
Adopted: 1/15/98
Revised/Readopted: 10/20/21
Orig. Code: FB

Facilities Planning

The Board will gather and analyze appropriate data to evaluate the district's facilities needs on a long-range basis. Such data will include, but not be limited to, enrollment projections, anticipated changes in the instructional program, analysis of community building plans, analysis of sites and evaluation of present facilities.

END OF POLICY

Legal Reference(s):

[ORS 195.110](#)
[ORS 197.295 to -197.314](#)

[ORS 332.155](#)

[OAR 581-022-2345](#)

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

12-20-23 School Board Agenda Item

EPA & PGE Electric School Bus Grants

There is an opportunity for our School District to qualify to get an Electric School Bus paid for by the EPA Clean School Bus Rebates Program and PGE's Electric School Bus fund program. The Deadline for the EPA application is 1-31-24 and the PGE deadline was 12-1-23. Curtis Young has been working on the PGE grant portion and I believe has submitted all the necessary paperwork for PGE.

The EPA grant application will be prepared by Western Bus Sales pending signed approval from the Board (2023 Clean School Bus (CSB) Rebates Program School Board Awareness Certificate). We have chosen to use Western Bus Sales to prepare the grant application for our District as their product and service has been the most reliable for our district. The staff at Western Bus Sales is also very familiar with the EPA Grant Application process. There is no cost to the District for their services. The only requirement is that if we qualify and choose to go ahead with accepting the funds we have to purchase the bus from Western Bus Sales. In my experience Blue Bird buses are built to last which is why our fleet is almost entirely Blue Bird. With newer technologies I prefer to stay with a manufacturer that has a solid foundation and good reputation. I also understand newer technologies still have bugs to work out. Western Bus Sales always fits our district into their service schedule when the need arises while some of the other suppliers have been months out to get into their service schedule.

If our District applies for this Grant and we are approved the EPA funds might cover from \$200,000 to \$345,000 for an electric school bus and the charging infrastructure. The amount we are approved for is based on if we are considered Prioritized by the EPA's criteria. We do not meet the Rural Designation Criteria as we are not identified with the locale code "43-Rural: Remote" by the National Center for Education Statistics (NCES). Although we are not listed in the SAIPE dataset for Title I-funded School Districts we did receive Title I funds last year. Our District can self certify that we received Title I funds for last school year and this will give us prioritization in the grant application process. It is recommended that we provide a copy of the official letter from the State Educational Agency (SEA) indicating division-level Title I award(s) for the 2022/2023 academic year and/or similar documents. If we meet prioritization criteria we could possibly qualify for the maximum allowance of \$345,000. If we do not meet prioritization criteria then the maximum amount we could receive would be \$200,000.

This grant alone would not cover the cost of an electric school bus as currently they start in the high \$400,000's and go up from there. This grant award is also supposed to help with the cost of infrastructure. The level 3 charging system, software, permits and installation could cost close to \$100,000 or more depending on availability and access.

If we were to qualify for this grant and went ahead with the purchase of the bus our district would need to make up the difference which could total up to \$250,000 or more to have a fully operational Electric School Bus. It is my understanding that it is best to have an enclosed area for charging electric buses as the weather significantly impacts the capability of the charging system and our district is situated in an area prone to drastic weather conditions. I would also prefer to have the charging system in an enclosed secure area as our district has been experiencing a significant increase in theft and property damage in the past few years. A building to house the charging system and the electric bus could also cost the district a significant amount. I received a very rough estimate of \$650,000 from a local contractor on a climate controlled pole building, 60'W X 80'L X 28'H with all the permits.

The PGE grant that Curtis Young has been working on could help with these shortfalls. From my research PGE covers the difference in cost for an electric bus. If a diesel bus cost \$200,000 and an electric bus was \$500,000 and we qualify for the PGE funds they would pay the \$300,000 difference. It is my understanding that the EPA funds and PGE funds could be combined together if our district qualifies. If we qualified for both we might get the electric school bus and charging infrastructure at no cost to the District. It also appears that PGE has funding for infrastructure for electric buses if our district is approved. It has been explained to me by Curtis Young that these funds might be used to build the pole building to house our charging system and electric bus(es). Curtis has also reported that he has several other sources for possible funding to cover the costs of infrastructure not covered by grants.

It is my recommendation that our District pursue the EPA grant and PGE funding. If our District is approved for both funding opportunities and we are fully funded for an electric school bus, charging infrastructure and a new pole building to house the electric school bus that would be a huge benefit to our Transportation Department and our School District. If our applications are accepted but we don't receive full funding we are not obligated to accept the funds.

If we do proceed with pursuing the EPA grant with Western Bus Sales the 2023 Clean School Bus (CSB) Rebates Program School Board Awareness Certification form will need to be completed before Western Bus Sales can start the application process. A representative for our District will also need to complete the 2023 Clean School Bus (CSB) Rebates Program Electric Utility Partnership Template form with PGE. I have included these forms and some of the fact sheets from the EPA and PGE websites.

Todd Williams

12-15-23



EPA CLEAN SCHOOL BUS REBATE PROGRAM

\$5 billion to replace existing school buses with cleaner and healthier zero- and low-emissions school buses.

School buses travel over four billion miles each year, providing the safest transportation to and from school for more than 25 million children everyday. However, diesel exhaust from these buses can contribute to air quality problems and has a negative impact on human health, especially for children, who have a faster breathing rate than adults and whose lungs are not yet fully developed.

The Bipartisan Infrastructure Law (BIL) provides \$5 billion over the next five years (FY22-26) to clean a substantial portion of the nation's fleet of nearly 500,000 school buses. These new cleaner school bus replacements will produce either zero or low emissions compared to their older diesel predecessors. School bus upgrades funded under this program will result in cleaner air on the bus, in bus loading areas, and in the communities in which they operate.

Under the Clean School Bus Program, half of the available funding is dedicated for zero-emission school buses and half is for clean school buses.

- **Zero-emission school bus:** a school bus that produces zero exhaust emission of any air pollutant and any greenhouse gas. Electric school buses are zero-emission.
- **Clean school bus:** As defined by the BIL, a school bus that reduces emissions and is operated entirely or in part using an alternative fuel or is a zero-emission bus.

Learn more about the benefits of clean school buses and how you can participate in this program at epa.gov/cleanschoolbus.



The 2023 Clean School Bus Rebates Application Is Now Open!

Submit your application no later than January 31, 2024, at 4 p.m. ET.

At least \$500 million in federal funding is now available for the replacement of existing diesel school buses with low- and zero-emission buses through the Bipartisan Infrastructure Law.

Who can apply for the 2023 Clean School Bus Rebates?

- **Public school districts and other state or local government entities** that are responsible for providing school bus service to at least one public school system and/or the purchase, lease, license, or contract for service of school buses. Public charter schools (as defined in section 4310 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7221i) responsible for the purchase, lease, license, or contract for service of school buses for that charter school.
- **Tribes, Tribal Organizations, and Tribally-Controlled Schools** that provide school bus service to one or more Bureau-funded schools or purchase, lease, license, or contract for service of school buses.
- **Nonprofit school transportation associations**
- **Eligible contractors** who sell, lease, license, or contract for service of clean school buses, zero-emission buses, charging or fueling infrastructure, maintain clean or zero-emission school buses, or arrange financing for such a sale, lease, license, or contract for service.

What kind of funding is available?

To ensure that this funding reaches high-need communities, **EPA will prioritize rural, Tribal, and low-income school districts in the selection process.** Prioritized districts will receive more funding per bus, but those not identified as prioritized are still eligible for significant funds. Bus and EV charging infrastructure funds are combined to allow recipients additional flexibility to determine the split between funding for the bus itself and the supporting infrastructure.*

Funding for buses and infrastructure serving school districts that meet one or more prioritization criteria

- Electric – Class 7+: Up to \$345,000 per bus + infrastructure
- Electric – Class 3-6: Up to \$265,000 per bus + infrastructure
- CNG – Class 7+: Up to \$45,000 per bus
- CNG – Class 3-6: Up to \$30,000 per bus
- Propane – Class 7+: Up to \$35,000 per bus
- Propane – Class 3-6: Up to \$30,000 per bus

Funding for buses and infrastructure serving non-prioritized school districts

- Electric – Class 7+: Up to \$200,000 per bus + infrastructure
- Electric – Class 3-6: Up to \$145,000 per bus + infrastructure
- CNG – Class 7+: Up to \$30,000 per bus
- CNG – Class 3-6: Up to \$20,000 per bus
- Propane – Class 7+: Up to \$25,000 per bus
- Propane – Class 3-6: Up to \$20,000 per bus

*Funding levels above do not reflect EPA funding available for ADA-compliant wheelchair lifts, EPA funding for shipping costs to non-contiguous U.S. states and territories, nor IRA funding available through IRS-disbursed tax credits for EV bus and infrastructure purchases. Please refer to the 2023 CSB Rebates Program Guide for more information.

How can I apply?

1. Visit [epa.gov/cleanschoolbus](https://www.epa.gov/cleanschoolbus) to review important dates and eligibility requirements.
2. Review the 2023 Clean School Bus Rebates Program Guidance for full details on the competition.
3. Submit the complete application via the [EPA online application portal](#) no later than **January 31, 2024, at 4 p.m. ET.** [SAM.gov](#) entity registration required.

Who should I contact for help?

- If you have any questions or feedback, please email: cleanschoolbus@epa.gov.
- To connect with a Clean School Bus contact in your region, please email:



United States
Environmental Protection
Agency

PGE Electric School Bus Fund

Benefits of Electric School Buses

As you consider electric school buses for your fleet, there's a few things you should know. Electric school buses offer benefits like:

Cleaner air

- Electric school buses have zero tailpipe emissions
- When accounting for the emissions from electricity generation, electric school buses reduce greenhouse gas emissions by more than half compared to a diesel school bus

Safety and comfort

- Electric school buses are quiet, reducing noise pollution on the bus and in neighborhoods
- Drivers are better able to communicate with students

Lower cost

- Electricity is less expensive than diesel fuel and prices are more stable
- Fewer moving parts means reduced maintenance costs and no oil changes

Estimated Operating Cost Savings

	Diesel School Bus	Electric School Bus	Savings
Number of Buses	1	1	-
Annual Miles Traveled ¹	10,800 mi/yr	10,800 mi/yr	-
Fuel Efficiency ²	6.8 mpg	0.67 mi/kWh	-
Fuel Price ³	\$3.70 /gal	\$0.13 /kWh	-
Total Fuel Cost	\$6,830 /yr	\$2,177 /yr	\$4,653 /yr
Total Maintenance Cost⁴	\$6,500 /yr	\$3,250 /yr	\$3,250 /yr
Lifetime Operating Cost⁵	\$266,600	\$108,540	\$158,060

¹ Actual mileage data from a local school district

² Actual diesel mpg data from a local school district. Electric fuel efficiency estimated based on manufacturer's specifications.

³ Estimated diesel fuel price for 2022. Electric fuel price based on PGE's rate schedule 32.

⁴ Actual diesel maintenance cost from a local school district. Electric maintenance cost estimated at 50% lower based on manufacturer recommendations.

⁵ Estimated based on expected vehicle life of 20 years.



Estimated Emissions Reduction

	Diesel School Bus	Electric School Bus	Savings
Energy Consumed	1,588 gal/yr	18,360 kWh/yr	
Emissions Factor ⁶	22.4 lbs CO ₂ /gal	0.5 lbs CO ₂ /kWh	
Annual Emissions	35,576 lbs CO ₂ /yr	9,253 lbs CO ₂ /yr	26,323 lbs CO ₂ /yr
Lifetime Emissions ⁷	711,529 lbs CO ₂	185,069 lbs CO ₂	526,461 lbs CO₂

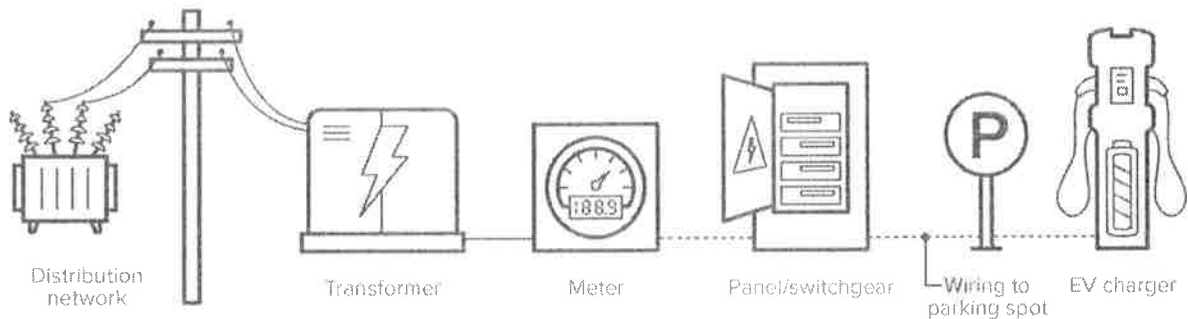
Upfront Costs

Electric school buses cost approximately three times as much as a diesel school bus due in part to the newness of the technology and the fact that manufacturers aren't yet producing them on a large scale.

To learn more about the costs and savings of switching to electric school buses, check out our [Fleet Total Cost of Ownership](#) tool.

Charging

Electric school buses will need a place to recharge at their depot but the cost to install charging infrastructure can vary by location. PGE's [Fleet Partner](#) program can work with you to determine the appropriate solution. For a full list of eligible chargers, please visit our [Qualified Chargers](#) website.



Infrastructure supporting electric vehicle readiness

Once chargers are installed, consider the utility's electricity rates and how to save money by scheduling charging during off-peak times, managing the peak demand, and participating in utility demand response programs. PGE is exploring new programs that will allow participants to earn revenue while benefiting the grid and enabling more renewable energy.

For more information, contact us at electricschoolbus@pgn.com

⁶ Diesel emissions factor: https://www.eia.gov/environment/emissions/co2_vol_mass.php. Electric emissions factor based on forecasted average emissions factor for PGE energy mix between 2020 and 2030

⁷ Estimated based on expected vehicle life of 20 years.



PGE Electric School Bus Fund

Frequently Asked Questions

Why the new timeline this year?

Based on feedback from school districts, we have shifted our 2024 Electric School Bus Fund application cycle to earlier in the year to better align with the academic calendar and district budget planning process. We recognize this is a transition from previous years and is a reflection of our commitment to continuously improve this program based on customer feedback. Applications open September **22nd 2023** and interested school districts must submit complete applications by December **1st 2023** at 5pm PDT. PGE aims to have funding decisions made by end of March 2024 with buses on the road September 2025, 18 months after signing the funding agreement and for the start of the school year.

What are the goals of the Electric School Bus Fund?

The goals of this fund are to:

- Promote the transition to electric school buses for school districts in PGE's service area
- Reduce greenhouse gas emissions from transportation through electrifying school bus fleets
- Help communities in PGE's service area learn about the benefits of electric school buses and share lessons learned
- Positively impact PGE's residential and underserved communities

Why is PGE investing in electric school buses?

Transportation is the single biggest source of greenhouse gas emissions in Oregon. Using clean energy to power electric cars, buses and trucks can reverse this trend and mitigate harmful tailpipe pollutants. At PGE, we are working with our customers to make affordable, clean electricity the fuel of choice for transportation, and the Electric School Bus Fund is just one more way for us to help promote that transition.

Where do the funds come from?

The PGE Electric School Bus Fund is supported by the sale of Oregon Clean Fuels Program credits. PGE receives credits on behalf of residential customers who drive electric vehicles. The Oregon Clean Fuels Program, administered by the Department of Environmental Quality, aims to reduce Oregon's greenhouse gas emissions from transportation by 10% from 2015 to 2025. Importers of higher-emissions fuels, such as diesel and gasoline, must purchase credits. PGE participates in the program as a provider of low-carbon transportation fuel, and the funds from the sale of credits are used to promote and support transportation electrification.



What do the funds cover?

Selected public school districts receive funding to pay for the incremental cost of electric school buses (the difference in cost between the traditional bus and the electric bus), as well

Project Cost	Eligibility for Funding
Incremental cost of an electric school bus	✓ Eligible
Engineering, design, permitting, construction, and other costs necessary to install charging infrastructure	✓ Eligible (up to \$150,000 for first time awardees not in PGE Fleet Partner program; up to \$25,000 for repeat awardees and participants in PGE's Fleet Partner program)
Charger and any add-on features (cellular connectivity, cable management, etc.)	✓ Eligible (up to \$150,000 for first time awardees not in PGE Fleet Partner program; up to \$25,000 for repeat awardees and participants in PGE's Fleet Partner program)
Charger's network software fees and maintenance plan	✓ Eligible (up to 3 years)
Bus driver and technician training	✓ Eligible
Fuel costs (i.e. electricity)	✗ Ineligible
Vehicle or driver insurance costs	✗ Ineligible
Bus maintenance or extended warranty costs	✗ Ineligible
Site costs not directly required for electrification (e.g. onsite renewables, energy storage, landscaping)	✗ Ineligible

as optional, partial charging infrastructure costs. First time awardees not participating in PGE's Fleet Partner Program are eligible for up to \$150,000 in charging infrastructure funding. Repeat awardees and participants in PGE's Fleet Partner program are eligible to receive up to \$25,000 in charging infrastructure funding.

PGE can also provide technical assistance to school districts as needed throughout the process, including site assessments, guidance on charger and bus selection, and check-ins through project implementation. If you anticipate needing these services, please reach out to ElectricSchoolBus@pge.com as soon as possible.

Specifically, here is a list of eligible and ineligible costs:



Can I apply for more than one electric school bus?

Yes, school districts may apply for up to three electric school buses. The final number of electric school buses awarded depends on review criteria and funds available. PGE retains final decision-making discretion.

Who is eligible to apply?

Public school districts that are wholly or partially located in PGE's service area are eligible to apply. Transportation contractors can apply in partnership with the school district they serve (may be more than one). Previous grant recipients may apply again if they are 2020-2022 awardees and their electric bus has been ordered or if they are 2023 awardees and their award agreement has been signed. A school district may be awarded a maximum of 10 buses over five years. While applications will be evaluated holistically, preference will be given to new applicants over repeat awardees

How will school districts be selected?

In selecting project participants, PGE will look for:

- Interest in and commitment to exploring school bus fleet electrification
- Strong demonstration of feasibility of timeline, budget, and project team
- Commitment to engaging community, school, and/or other stakeholders in the project
- Interest in using the electric bus in curriculum development around STEM, climate science and/or sustainability
- District commitment to diversity, equity and inclusion with the electric bus directly serving that purpose by impacting underserved communities
- School districts that leverage other funding mechanisms such as SB1149 funds.

What is the timeline for the project?

Applications open September **22nd 2023** and interested school districts must submit complete applications by December **1st 2023** at 5pm PDT. PGE aims to have funding decisions made by end of March 2024 with buses on the road 18 months after signing the funding agreement.

If my grant application is successful, when will I receive the funds?

After signing the award agreement, awardees will receive 75% of grant funds upfront, including the estimated cost of charging infrastructure. The final 25% of grant funds will be dispersed upon project completion and the approval of a final report.

The award amount is considered an "up to" amount and in the final report, awardees will need to report actual project costs including invoices. Awardees may need to reimburse PGE any extra funds or request extra funds if actual costs are different from the funding amount.





If my grant application is successful, when do I have to complete the project by?

The electric school bus(es) must be ordered and charging infrastructure must be installed and energized within 18 months of signing the funding agreement. Due to current supply chain restraints and timeline delays, PGE will be flexible with the deadline assuming all reasonable attempts have been made to complete the project within the preferred timeline.

If my application is successful, what are the reporting requirements?

The reporting requirements include quarterly reports and a final report.

If I've applied before, can I apply again?

Yes! If you have applied before but were not selected, you may apply in the next funding round. We encourage you to review the feedback from the grant evaluators and selection committee to strengthen your application. Previous grant recipients may apply again if they are 2020-2022 awardees and their electric bus has been ordered or if they are 2023 awardees and their award agreement has been signed. A school district may be awarded a maximum of ten buses over five years. While applications will be evaluated holistically, preference will be given to new applicants over repeat awardees.

Who is the electric school bus manufacturer?

There are several school bus manufacturers that offer electric options, PGE will support grant recipients in assessing and recommending options, but the recipient will make the final procurement decisions. For reference, previous grant recipients purchased electric school buses from Blue Bird, Micro Bird, and Green Power.

Who makes electric school bus chargers? Who can install electric school bus chargers?

There are several electric vehicle chargers that are well suited for electric school buses. For a full list of eligible chargers, please visit our [Qualified Chargers](#) website.

Recipients can choose any qualified, licensed contractor to install the chargers. If you are not familiar with any local contractors, PGE can provide a list of contractors that have worked on electric vehicle projects before. However, PGE doesn't endorse or recommend any specific contractor.

Who claims the Oregon Clean Fuels Program credits generated from the electric school buses?

PGE will claim all Oregon Clean Fuels Program credits generated from chargers funded by the Electric School Bus Fund for a period of 10 years. This allows PGE to keep replenishing the grant funds to hopefully offer transportation electrification programs for years to come. Charging infrastructure funded through the Electric School Bus Fund must designate Clean Fuels credits to PGE.



What are the on-going requirements of the fund?

Once the chargers are operational, PGE will need to be able to collect charging data from them for 10 years so we can learn how electric school buses interact with the grid. Data is collected automatically through the network provider of the charger (e.g. Nuvve, Enel X, OpConnect), but the chargers must remain connected to the internet during the entire 10-year term. This requires that recipients submit a charger intake form after installing and energizing chargers. This requires that recipients continue to pay software and/or connectivity fees (the first 3 years are covered by the grant) to ensure the charger is connected to the internet and transmitting data to the network provider.

PGE also asks that recipients share any reasonably requested information related to the electric school bus operation. This may include actual costs (fuel, maintenance), students impacted, bus uptime, electric miles traveled, charging profiles, as well as insights on challenges, benefits, lessons learned, and opportunities. This information will help us document and broadly share lessons learned from electric school bus deployments so that other school districts can start to electrify their bus fleets.

How detailed should answers be to the questions in the application?

The more information you can provide to help us understand the project, the better. An example of a thorough answer to the application question on impact on underserved students and communities is provided below:

(School District) is a diverse district with students of color representing over (percentage) %, (percentage) % of free and reduced lunch, and over (number) different languages spoken. Every day, (number) students attend classes through the school district and over XX are transported on school buses.

Approximately (number) of these bus riders are students attending schools which qualify for federal Title I aid. These are students who are more likely to be living in multi-family housing, experiencing lower incomes, belonging to communities of color, and being adversely impacted by environmental health hazards. The district will deploy these electric school buses on routes directly serving these students and communities to provide them safe, quiet, and emission-free transportation to school. (More information on proposed bus route served here.) This strategy contributes to improved health outcomes of historically underserved students by eliminating harmful particulates and nitrogen oxides that are significant contributors to air pollution. It also exposes these students to electric transportation technology and connects it to their classroom curriculum on climate science.

I have a question that's not covered here - who do I contact?

Email us at electricschoolbus@pge.com and we'd be happy to answer your question.



2023 Clean School Bus (CSB) Rebates Program School Board Awareness Certification

By signing, I certify that I am an Authorized Representative for CORBETT SCHOOL DISTRICT and that WESTERN BUS SALES, INC. (Applicant) has made us aware that WESTERN BUS SALES, INC. is applying for 2023 Clean School Bus Rebate Program funding for CORBETT SCHOOL DISTRICT. I also certify that, in discussions with WESTERN BUS SALES, INC. we have discussed the number of buses for replacement, the fuel type of the new buses, and which party will own the new buses.

School Board Authorized Representative

<i>School Board Authorized Representative Name (Print)</i>		<i>Authorized Representative Signature</i>	
<i>Authorized Representative Title</i>	<i>Phone Number</i>	<i>Email</i>	

School District Authorized Representative

<i>School District Authorized Representative Name (Print)</i>		<i>Authorized Representative Signature</i>	
<i>Authorized Representative Title</i>	<i>Phone Number</i>	<i>Email</i>	

Applicant Authorized Representative

<u>MOLLIE BLAGG</u> <i>Applicant Authorized Representative Name (Print)</i>		<i>Authorized Representative Signature</i>	
<u>PRESIDENT</u> <i>Authorized Representative Title</i>	<u>503-905-0010</u> <i>Phone Number</i>	<u>mblagg@westernbus.com</u> <i>Email</i>	

2023 Clean School Bus (CSB) Grants Program Utility Partnership Template

*Planning early for long-term infrastructure needs is important for project success.¹ This worksheet is provided for the convenience of applicants, to assist in discussing the proposed project with the appropriate utility, including key components such as anticipated costs and timelines. **When using this worksheet, applicants should keep fleet electrification expansion plans in mind, as futureproofing for upcoming needs can ultimately decrease overall utility upgrade costs.***

The information identified in this worksheet may be used to support the Project Narrative component of the 2023 CSB grant application package, but is not required. Third-party applicants may include a copy of this worksheet for each beneficiary included in the application.

Regardless of whether applicants use this worksheet, applicants should coordinate with their electric utility to determine anticipated costs and timelines.

1. Fleet Information

	Requested in Application <i>[Please provide the number of buses and chargers requested in your application.]</i>	Current Electric Fleet at time of Application Submission <i>[Please provide the number of buses and chargers already in your electric fleet.]</i>
Electric Buses:		
DC Fast Chargers:		
Level 2 AC Chargers:		
Expected location (street, city, state) of charger installations:		

2. Utility Information

Name of the Utility Company:			
Utility Contact Name²:			
Utility Contact Phone:	() -	Utility Contact Email:	
Please work with your utility to provide a rough estimate of the total engineering and construction cost for utility owned infrastructure (in front of the meter) for the project based on the number of buses and chargers listed in the applicant's <u>2023 CSB grant application</u>:			\$ [0.00]
In the box below, please briefly describe the scope of any needed utility upgrades for the project. Please consider whether engineering, construction, and/or permitting is needed,			

¹ Please visit EPA's [Clean School Bus Technical Assistance webpage](#) for further information and resources, including an Electric School Bus Charging Station Planning Form

² Please email the National Renewable Energy Laboratory (NREL) helpline for information on a utility point of contact (POC) to facilitate communication throughout the project.

whether an interconnection study is necessary, and the extent of services needed for completion. This should include whether upgrades are necessary for the following pieces of equipment:

- **Power transformer**
- **Terminator Pole**
- **Service lateral/conductor**
- **Metering**
- **Primary line extension**
- **Any additional equipment**

Based on the information provided above, please provide an estimate of time required to complete the necessary utility-owned infrastructure (in front of the meter) upgrades:

3. Utility Coordination Affirmation

By signing this Affirmation, I certify that I am an Authorized Representative for the School District, Applicant, or Utility identified below.

School District Affirmation

I have discussed the project plan for the fleet and charging infrastructure outlined above with the Utility Company, and if applicable, with the Third-Party Applicant, and others as appropriate.

School District Name

Authorized Representative (Signature)

Date

Applicant Affirmation *[Only needed if applicant is different than the school district.]*

I have discussed the project plan for the fleet and charging infrastructure outlined above with the Utility Company, and if applicable with the School District, and others as appropriate.

Applicant Organization Name

Authorized Representative (Signature)

Date

Utility Affirmation

I have discussed the project plan for the fleet and charging infrastructure outlined above with the School District, and if applicable, the Third-Party Applicant, and others as appropriate.

Utility Name

Authorized Representative (Signature)

Date

DRAFT RULES IMPLEMENTING HOUSE BILL 2281 (2023)

[House Bill 2281 \(2023\)](#) requires school districts to designate one or more Civil Rights Coordinators.

The bill authorizes the State Board of Education to adopt rules pertaining to:

1. training requirements for Civil Rights Coordinators
2. other rules for the purposes of implementing the bill requirements

ODE has drafted the below rules to comply with these requirements. ODE is seeking input from school districts, parents, students, and community members regarding these draft rules to ensure Civil Rights Coordinators can effectively perform their roles and support nondiscrimination efforts.

Questions and feedback can be submitted via [google survey](#) or to Marinda Peters, marinda.peters@ode.oregon.gov, and Kate Hildebrandt, katherine.hildebrandt@ode.oregon.gov.

OAR 581-022-AAAA Definitions for OAR 581-022-AAAA to 581-022-CCCC

Under OAR 581-022-AAAA to 581-022-CCCC:

- (1) “Discrimination” has the meaning given that term in ORS 659.850.
- (2) “District” means a school district or a public charter school.
- (3) “Public charter school” means an elementary or secondary charter school offering a comprehensive instructional program under a written agreement entered into between a sponsor and an applicant pursuant to ORS chapter 338.
- (4) “Sponsor” means:
 - (a) The board of the school district that has developed a written charter to create a public charter school.
 - (b) The State Board of Education pursuant to ORS 338.075.

Statutory/Other Authority: ORS 326, ORS 327.006, ORS 327.102, ORS 332.505, ORS 338.115 & ORS 659.855.

Statutes/Other Implemented: ORS 326.051, ORS 332.505, ORS 338.115 & ORS 659.850.

OAR 581-022-BBBB

Duty to Designate One or More Civil Rights Coordinators

(1) Each district must designate one or more civil rights coordinators. A civil rights coordinator designated under this rule must

(a) Be knowledgeable of the requirements of OAR 581-0021-0038, 581-021-0045, 581-021-0046, and 581-022-CCCC; and

(b) Have the independence and authority necessary to carry out the provisions of OAR 581-022-CCCC.

(2) Each district must include the name or title, work address, email address, and phone number of each civil rights coordinator designated by the district in the notice of nondiscrimination required by OAR 581-021-0045.

(3) Each district must adopt and follow a policy for the purpose of implementing OAR 581-022-AAAA to 581-022-CCCC. At a minimum, the policy must:

(a) List the requirements of OAR 581-022-CCCC and require each civil rights coordinator designated by the district to meet those requirements.

(b) Specify that any complaint alleging discrimination may be made to any civil rights coordinator designated by the district.

(c) Require the tracking and documenting of:

(A) All reports of discrimination received by the district and all responses to those complaints issued by the district, including any investigations completed and remedies provided; and

(B) The training completed by each civil rights coordinator designated by the district pursuant to OAR 581-022-CCCC.

(4) A civil rights coordinator designated under this rule may be a person employed by a district for purposes other than those set forth in OAR 581-022-CCCC.

(5) Pursuant to a contract entered into between a school district and an education service district, an education service district may designate and provide one or more civil rights coordinators for the school district. If an education service district designates and provides one or more civil rights coordinators for a school district, the education service district assumes the school district's duties under OAR 581-022-AAAA to OAR 581-022-CCCC. An education service district may designate and provide a single civil rights coordinator for multiple districts.

Statutory/Other Authority: ORS 326, ORS 327.006, ORS 327.102, ORS 332.505, ORS 338.115 & ORS 659.855.

Statutes/Other Implemented: ORS 326.051, ORS 332.505, ORS 338.115 & ORS 659.850.

DRAFT RULES IMPLEMENTING HOUSE BILL 2281

Direct questions and comments to marinda.peters@ode.oregon.gov and Katherine.hildebrandt@ode.oregon.gov

OAR 581-022-CCCC

Duties of and Training Requirements for Civil Rights Coordinators

(1) At a minimum, a civil rights coordinator shall:

- (a) Monitor, coordinate, and oversee district compliance with state and federal laws prohibiting discrimination in public education;**
- (b) Oversee and ensure the resolution of district investigations of complaints alleging discrimination;**
- (c) Oversee the resolution of district investigations substantiating discrimination, including the provision of remedies;**
- (d) Provide guidance to district staff on civil rights issues in the district;**
- (e) Respond to questions and concerns about civil rights in the district;**
- (f) Coordinate efforts to prevent civil rights violations from occurring in the district; and**
- (g) Satisfy the training requirements listed in subsections (2) and (3) of this rule.**

(2) Upon being first designated under OAR 581-022-BBBB, a civil rights coordinator must receive the following training in accordance with a schedule established by the Oregon Department of Education:

- (a) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.**
- (b) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, those statutes' implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education's Office for Civil Rights.**
- (c) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators' duties.**
- (d) Identifying discrimination and reports of discrimination.**
- (e) Responding to reports of discrimination.**

(f) Conducting civil rights investigations, including identifying conflicts of interest, and using strategies to mitigate conflicts of interest.

(g) Preventing discrimination in public school programs and activities.

(h) Identifying retaliation, responding to reports of retaliation, and preventing retaliation in public school programs and activities.

(i) Tracking and documenting reports of discrimination.

(3) In years subsequent to being designated a civil rights coordinator, a civil rights coordinator must annually receive the following training in accordance with a schedule established by the Oregon Department of Education:

(a) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.

(b) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, those statutes' implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education's Office for Civil Rights.

(c) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and those coordinators' duties.

(d) Reporting discrimination, and responding to reports of discrimination, including through complaint processes and investigations.

(4) The Oregon Department of Education annually will provide training for civil rights coordinators. Civil rights coordinators may take the department's training or may take any other training that fulfills the requirements of this rule.

Statutory/Other Authority: ORS 326, ORS 327.006, ORS 327.102, ORS 332.505, ORS 338.115 & ORS 659.855.

Statutes/Other Implemented: ORS 326.051, ORS 332.505, ORS 338.115 & ORS 659.850.

Corbett School District 39

Code: ECAC
Adopted: 7/31/19

Video Surveillance

The Board authorizes the use of video cameras on district property to ensure the health, welfare and safety of all staff, students and visitors to district property, and to safeguard district facilities and equipment. Video cameras may be used in locations as deemed appropriate by the superintendent.

The district shall notify staff and students through student/parent and staff handbooks that video surveillance may occur on district property.

Students or staff in violation of Board policies, administrative regulations, building rules or law shall be subject to appropriate disciplinary action. Others may be referred to law enforcement.

A video recording may become a part of a student's educational record or a staff member's personnel record. The district shall comply with all applicable state and federal laws related to record maintenance and retention.

END OF POLICY

Legal Reference(s):

[ORS 30.864](#)
[ORS 192.420 to -192.505](#)
[ORS 326.565](#)
[ORS 326.575](#)

[ORS 332.107](#)
[ORS 336.187](#)
[ORS 342.850](#)

[OAR 166-400-0010 to -0065](#)
[OAR 581-021-0210 to -0430](#)
[OAR 581-022-2260](#)

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Cross Reference(s):

ECAB - Vandalism/Malicious Mischief/Theft
EEA - Student Transportation Services

Corbett School District 39

Code: EEACCA-AR

Revised/Reviewed: 7/31/19

Video Cameras on Transportation Vehicles

Education Records

1. The district will comply with provisions of state and federal law regarding education records requirements including the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA) as applicable to the district's use of video recordings. Video recordings which become a part of a student's education record will be maintained in accordance with established education record procedures governing access, review and release of education records.
2. The district will include notice in parent/student handbooks that video cameras may be used on district transportation vehicles transporting students to and from curricular and extracurricular activities. The district will include, as a part of its notice procedures, a copy of the district's video camera policy and procedures to all students and parents accompanied by a form to be signed and returned to the district as an acknowledgment of being read and understood.
3. Students will be notified when video camera is "on board" and in use on district vehicles.

Staff Records

1. Video recordings considered for retention as part of the employee's personnel record will be maintained in accordance with established Board personnel policies, administrative regulations and collective bargaining agreements governing access, review and release of employee personnel records.
2. The district will include notice in personnel handbooks that video cameras may be used on district transportation vehicles that transport students to and from curricular and/or extracurricular activities.
3. Staff will be notified when video camera is "on board" and in use in district vehicles.

Storage/Security

1. All video recordings will be stored and secured to ensure confidentiality.
2. Video recordings will be stored for five days after the initial recording, unless a request is made to view a recording. These recordings will then be erased unless they become part of a student's education record.
3. Video recordings held for review of student or staff incident will be maintained in their original form pending resolution. The recording will then be either erased or retained as necessary as a part of the student's education record and/or employee's personnel record in accordance with the established district policy and procedures.

Use

1. Video cameras will be used on all district transportation vehicles transporting students to and from curricular or extracurricular activities at the discretion of the transportation supervisor or superintendent.
2. Staff and students are prohibited from tampering with or otherwise interfering with video camera equipment.

Viewing Requests

1. Requests for viewing video recordings will be limited to district officials, including teachers whom the district has determined to have legitimate educational interests, parent(s) or the student 18 years of age or older or others specified in state and federal law and accompanying regulations.
2. Requests for viewing may be made to the superintendent or designee within five school days of the date of recording.
3. Only the portion of the video recording concerning a specific incident(s) will be made available for viewing.
4. Approval/Denial for viewing will be made within five school days of receipt of request and so communicated to the requesting individual(s).
5. Video recordings will be made available for viewing within three school days of the request approval.

Viewing

1. Actual viewing will be permitted at district-related sites only, including the transportation office, in schools, at the district office or as otherwise required by law.
2. A written log will be maintained of those viewing video recordings including the date of viewing, the reason for viewing, the date the recording was made, the vehicle and driver recorded and the signature of the viewer.
3. Video recordings remain the property of the district and may be reproduced only in accordance with law, including applicable district education records policy and procedures and district personnel records policy, procedures and applicable collective bargaining agreements.

Corbett School District 39

Code: EEACCA
Adopted: 7/31/19

Video Cameras on Transportation Vehicles

The Board recognizes the district's continuing responsibility to maintain and improve discipline, and ensure the health, welfare and safety of its staff and students on school transportation vehicles.

The Board, after having carefully weighed and balanced the rights of privacy of students and staff with the district's duty to ensure discipline, health, welfare and safety of staff and students on school transportation vehicles, supports the use of video cameras on its transportation vehicles.

Video cameras may be used to monitor student behavior on school transportation vehicles that transport students to and from curricular and extracurricular activities.

Such equipment may also be used to monitor the performance of district employees in the fulfillment of their duties in school transportation vehicles that are transporting students to and from curricular and extracurricular activities.

Students in violation of district conduct rules shall be subject to disciplinary action in accordance with established Board policies and administrative regulations governing student conduct and discipline.

Staff shall be subject to established Board personnel policies, administrative regulations and collective bargaining agreements including provisions related to evaluation, discipline and dismissal.

Video recordings, depending on how they are used in student disciplinary proceedings, may become a part of a student's education record. In such cases, the district shall comply with all applicable state and federal laws related to education records. Such records will also be subject to established district procedures regarding education records including access, review and release of such records.

The superintendent shall develop procedures for the notification of staff, students, parents and others as necessary of the use of video cameras on school transportation vehicles and such other procedures as may be required for the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 30.864](#)
[ORS 192.420 to -192.505](#)
[ORS 326.565](#)
[ORS 326.575](#)

[ORS 332.107](#)
[ORS 336.187](#)
[ORS 342.850](#)

[OAR 166-400-0010 to -0065](#)
[OAR 581-021-0210 to -0430](#)
[OAR 581-022-2260](#)
[OAR 581-053-0240\(11\)](#)

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Cross Reference(s):

JO/IGBAB - Education Records/Records of Students with Disabilities