

# School Board Meeting

Monday, December 18, 2023 6:30 PM

Elmira Elementary School Library, 88960 Territorial Rd, Elmira, Oregon 97437

1. **Call to Order: Public - 6:30 p.m.**

2. **Citizenship Award**

**Presenter:** Principal  
Olivia Johnson

3. **Flag Salute led by Citizenship Award Winner**

4. **Public Comment: The Fern Ridge School Board encourages public input. A person wanting to provide public comment will need to complete and submit an Intent to Speak form to the Board secretary by 1:00 pm on the day of the board meeting.**

Public comment is limited to this place on the agenda not to exceed a total of 30 minutes for all commenters. A person giving public comment is limited to an established time limit of (3) three minutes. While speakers may, during public meetings, offer objective criticism of school operations and programs, the Board will not hear personal complaints concerning district personnel nor against any person connected with the school system.

Please state your name and address. If speaking for an organization, state the name of the organization. The Board reserves the right to refer the matter to the administration.

5. **Open Public Renewal Hearing for West Lane Charter School**

5.A. West Lane Charter School Presentation

**Presenter:** Director  
Darci Stuller

5.B. Public Testimony From West Lane Charter Representatives

5.C. Close Public Renewal Hearing on West Lane Charter School

6. **2024 Bond Update**

**Presenter:** Scott Rose  
& Superintendent  
Carpenter

7. **Monthly Items:**

7.A. Approval of Minutes - Board Action

8. **Business Office**

**Presenter:** Business  
Manager, Quannah  
Bennett

8.A. Enrollment Report - Quannah Bennett, Business Manager

8.B. General Fund Revenue and Expenditure Report

9. **Reports:**

9.A. Student Representative to the Board Report

9.B. Fern Ridge Education Association Update

9.C. Director of K12 Programs

9.C.1. Student Investment Account Grant  
Agreement - Board Approval

9.C.2. Early Literacy Grant Application - Board  
Approval

9.D. Superintendent's Report

9.D.1. Superintendent Evaluation Plan for 2023-  
2024

## 10. Discussion Items

10.A. 5th Grade Human Growth and Development

10.B. Update on Longitudinal Performance Growth  
Targets and School Board Goals

**Presenter:**  
Superintendent  
Carpenter & Director  
Marshall

## 11. Personnel

11.A. Licensed Employees Resignations/New  
Hires/Transfers/Other

11.A.1. Resignation of Chanda Diekotto, Temporary  
1.0 FTE TOSA at Fern Ridge Middle School,  
effective January 5, 2024.

11.A.2. Retirement of Jon Guldager, 1.0 FTE  
Measure 98 Coordinator at Elmira High School,  
effective December 1, 2023.

11.B. Non-Licensed Personnel Report

## 12. Late Items/Closing Comments

### 13. Upcoming Events:

#### No School Days

December 18 - January 1: Winter Break

January 15: Martin Luther King Jr. Day

#### Elmira Elementary

Dec 15: 1st & 2nd Spectacular Sing-a-long

Dec 19: PTA Meeting

#### Veneta Elementary

Jan 2 - 23: Ukulele Residency with Jen Sennett

Jan 3: PALS Meeting

Jan 12: Jay Frasier (Magician) Assembly

#### Elmira High School

Dec 19 & 20: Varsity Basketball Tournament at

Regis High School

Jan 4: Wrestling at Yamhill Carlton

Jan 12: Varsity Basketball vs La Pine

Jan 12 & 19 at 6:30 pm EHS Theater Presentation

of Oh, Promise Me!  
Jan 13 & 20 at 1:00 pm EHS theater presentation  
of Oh, Promise Me!

#### 14. Adjournment



**FERN RIDGE SCHOOL DISTRICT 28J**  
School Board Meeting Minutes

---

**WORKSESSION of the FERN RIDGE SCHOOL BOARD**

**November 20, 2023**

**Zoom Webinar & In-Person Meeting**  
88960 Territorial Rd.  
Elmira, Or 97437

**CALL TO ORDER (Agenda Item 1):** The special work session was called to order at 5:30pm.

We have a shared vision in the Fern Ridge School District: Provide excellence for every student so that each will reach their greatest potential.

We are always happy to have parents and other community members at our meetings. Thank you to the members of the public who have joined us. As a reminder, School Board meetings and work sessions are meetings of the Board held in public, providing an opportunity to observe the Board's discussions and actions.

In an effort to conduct official Board business, we ask that the audience be respectful and refrain from questions, comments, and unnecessary noise while the Board conducts the meeting.

In attendance were Directors Mark Boren, Andrea Larson, Barbara Graham-Adams, Kathleen Pizzola, Lisa McCann, and Superintendent Gary Carpenter.

**PARENT NOTIFICATION FOR SCHOOL BEHAVIOR (Agenda Item 2):**

Superintendent Carpenter outlined the expectations around school notification to parents for a student's behavior. The expectation is that when a student has been consequence for behavior at school, staff should be contacting parents before the end of the day.

There was a time of discussion around the different types of problem solvers and the referral process at each building.

There was clarification that parent communication is not required if a staff member is simply reminding a student about something and not giving a consequence. The example used was reminding a student to follow the rules in the hallway. A situation like this would not require parent notification unless it was a reoccurring event and the student was receiving a consequence.

The staff member communicating with parents does not have to be the administrator. It could also be a teacher or counselor.

### **AGE APPROPRIATE MATERIALS IN SCHOOLS (Agenda Item 3):**

Superintendent Carpenter reviewed the different tiers of materials that exist in the classroom: board adopted curriculum, library books, supplemental material and special material.

In most cases, board adopted curriculum has been approved by the state of Oregon and has gone through a vetting process with district staff. Parents and community members are invited to preview materials before they are adopted.

In the case of library books, the district has classified media specialists in the buildings and contracts with Lane ESD for a certified librarian. In the past, the librarian has reviewed the district's library books and recommended book some removal (a recent example would be Bill Cosby) and has also recommended book purchases.

Supplemental materials are used in the classroom as no curriculum is perfect for every teacher. If the supplementation is digital, there is an approval process through the district technology committee. All other materials are monitored by the building administrator. Teachers at the elementary level work to stay aligned between the two schools on the supplemental material they use.

Special Materials include media such as movies. Director Marshall reviewed administrative rule IIAD-AR that outlines the levels of parental permission required if a teacher is going to show a film in the classroom.

Teachers at the secondary level (grades 6 – 12) give parents a syllabus at the beginning of the term that outlines all of the course materials. Parents have the right to opt their student(s) out of certain lessons by working directly with the classroom teacher.

There was a question about the opt-out procedure. Superintendent Carpenter explained that the most common opt-out of curriculum is the human growth and development unit. In past years, Planned Parenthood has sent notices to parents and holds a parent preview night. Parents are free to opt their students out of the unit and ask the teacher to provide an alternative lesson.

### **COMMUNITY INVOLVEMENT (Agenda Item 4):**

Director McCann spoke to the importance of public comment at the board meetings and noted that board meetings are business meetings.

There was additional discussion around time during a meeting for board members to discuss public comment. It was noted that this can be problematic and is not a practice recommended by the Oregon School Board Association.

Other community involvement suggestions included holding a town hall style meeting several times a year or having suggestion boxes in school offices.

Suggestion boxes used to be in each school, Superintendent Carpenter will check to see if they are still being used in this capacity.

A suggested solution was that individual board members could start holding a “coffee talk” in the community where people could come and speak with an individual board member.

It was acknowledged that there are different levels of public comment. In some cases, people want to express their opinion and be heard. In other cases, they are asking for something.

There was discussion on public comments around topics that are not school board level issues. Many times, these are building or superintendent level issues.

It was discussed and agreed that after each public comment, a board member could ask a simple clarifying question of the commenter and if appropriate, refer the matter to the appropriate person in the district.

#### **BOARD OPERATING AGREEMENT AND RESPONSE TO PUBLIC COMMENT (Agenda Item 5):**

There was discussion around the process that any board member is afforded if they want to add an item to a board meeting agenda. The request could be made at the start of a meeting. It would require a motion, a second and a vote.

The board reviewed the current board operating agreement. There was a question on item number 2 (Don’t spring surprises). Director McCann asked about the appropriate route when questions are not being answered.

Director Adams asked for clarification on when board members are not getting their questions answered and referred to the chain of command that would likely begin with the superintendent and could be escalated to the board chair and then vice-chair if a board member is not getting the information they need. No board member should ever feel pushed off.

There was a clarifying question around whether board members were simply not getting the answers they want to hear vs. not getting any answers at all.

The district has shown a willingness to provide information and answers when any board member or parent has asked.

The example of the form letters received by board members was discussed. Director McCann voiced her disappointment that they were not discussed.

It was explained that the vast majority of the letters were sent from out of the district and were about a topic that was a non-issue in Fern Ridge. As such, no other board members felt the need to discuss the form letters.

Director Pizzola suggested this be a learning opportunity and that giving more information about processes could help clarify things for the newer members.

Director McCann appreciated the dialogue and noted that Superintendent Carpenter has always been willing to meet and provide information to her.

Director McCann spoke to item number 12 (Avoid marathon board meetings) and mentioned she had heard about low efficiency vs. high efficiency meetings and that best practice could indicate that two-hour meetings were ideal.

Other board members disagreed with this idea and would prefer that a longer meeting be broken up into two separate meetings.

Superintendent Carpenter will look into this topic. It was mentioned that other school board meetings in Lane county go for several hours and often appear to be dysfunctional.

As a reminder, any board member can submit topics for the next board meeting. The agenda is set by the superintendent and board chair. The final agenda for each meeting is published on the Thursday before the meeting.

There was discussion on board operating agreement item number 15 (Executive/closed sessions) with clarification that yes, members of the general public are asked to leave. There are only a few circumstances where an executive session can take place. Board are permitted to have discussion during closed sessions but all decisions must be made in an open session.

**LATE ITEMS/CLOSING COMMENTS (Agenda Item 6):** None at this time.

**ADJOURNMENT (Agenda Item 7):** The work session was adjourned at 6:34 pm.

Attest: \_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Gary E. Carpenter, Jr., Superintendent



**FERN RIDGE SCHOOL DISTRICT 28J**  
School Board Meeting Minutes

---

**REGULAR MEETING of the FERN RIDGE SCHOOL BOARD**

**November 20, 2023**

**Zoom Webinar & In-Person Meeting**  
88960 Territorial Rd.  
Elmira, Or 97437

**CALL TO ORDER (Agenda Item 1):** The regular meeting was called to order at 6:39 pm.

We have a shared vision in the Fern Ridge School District: Provide excellence for every student so that each will reach their greatest potential.

Thank you to the members of the public who have joined us. As a reminder, School Board meetings and work sessions are meetings of the Board held in public, providing an opportunity to observe the Board's discussion and actions.

In an effort to conduct official Board business, we ask that the audience be respectful and refrain from questions, comments, and unnecessary noise while the Board conducts the meeting.

There is an opportunity for citizen comment tonight, and the Board looks forward to hearing from those who signed up. I will share some reminders when we get to that portion of the meeting.

Also, please note that all Board meetings are live streamed and posted on the School Board area of the website.

In attendance were Directors Mark Boren, Andrea Larson, Barbara Graham-Adams, Kathleen Pizzola, Lisa McCann, Student Representatives to the Board Gavin Snell, and Superintendent Gary Carpenter.

Student Representative Tristam Woods was absent.

**CITIZENSHIP AWARD (Agenda Item 2):** The November Citizenship Award was presented to Veneta Elementary School student, Liam Eivers-Waits.

**FLAG SALUTE (Agenda Item 3):** Veneta Elementary Student, Liam Eivers-Waits led the flag salute.

**PUBLIC COMMENT (Agenda Item 4):** The Fern Ridge School Board encourages public input. A person wanting to provide public comment will need to complete and submit an Intent to Speak form to the Board secretary by 1:00 pm on the day of the board meeting.

Public comment is limited to this place on the agenda not to exceed a total of 30 minutes for all commenters. A person giving public comment is limited to an established time limit of (3) three minutes. While speakers may, during public meetings, offer objective criticism of school operations and programs, the Board will not hear personal complaints concerning district personnel nor against any person connected with the school system.

- Community member Jolene Dugan expressed concern over the potential ban of *The Hate U Give*.
- Community member Brie Stone spoke about the importance of district compliance with ODE and the book challenge for *The Hate U Give*.
- Community member Jason Alansky spoke about the need for the board to follow its own board operating agreement and spoke in opposition to the challenge to *The Hate U Give*.
- Community member Kristie Kilcullen read portions of *The Hate U Give* aloud and emphasized that the inappropriate language and adult material are not appropriate for freshmen.
- Community member WC Grover wanted to clarify that he is not in support of banning the book, *The Hate U Give* but wants it taught to older students due to the language.

#### **DIRECTOR OF K12 PROGRAMS UPDATE (Agenda Item 5):**

**5. A. Student Investment Account Annual Update:** Director Michelle Marshall presented the 22-23 SIA Annual Report to the board. She gave a reminder on the reporting requirements and the progress the district has made toward the four annual report narratives:

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?
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?
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 the academic year? Consider the Community Engagement Toolkit and where your efforts might land on the spectrum as you complete your response.
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?

**5.B. Elementary and Secondary School Emergency Relief III Capital Expenditure Approval:** Director Marshall reviewed the three capital expenditure requests including:

- Veneta Elementary Intercom system for approximately \$100,000.
- Heating, Ventilation, and Air Conditioning for maintenance and ongoing repair needed around the district for approximately \$180,000

- Audio Video upgrades at Elmira High School and Fern Ridge Middle School for approximately \$75,000.

These ESSER III dollars must meet strict spending requirements and purchases must be pre-approved by the Oregon Department of Education. In addition, these dollars must be spent and the projects wrapped by the fall of 2024, or the district must return any leftover funds.

Director Larson moved to approve the three capital expenditures as proposed; seconded by Director Graham-Adams. Director McCann asked for clarification on when these ESSER III dollars need to be used. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

**FERN RIDGE FACILITIES SURVEY REPORT (Agenda Item 6):** Scott Rose presented the board with results from the second community survey where responses were collected to test the concept of a bond, confirm community priorities for the district and start to understand the higher level of details.

Mr. Rose reviewed the survey in detail and explained that the next steps include confirming the exact amount of the bond, and submitting for the competitive matching grant that opens on December 15<sup>th</sup>.

If the district receives the Oregon School Capital Improvement Matching program grant, it would allow up to 6 million in grant funds provided the district went out for and passed a community bond.

#### **MONTHLY ITEMS (Agenda Item 7):**

**7. A.** The minutes from the October 16, 2023 Regular Session were presented for approval.

Director Larson moved to approve the minutes as written; seconded by Director McCann. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

#### **BUSINESS OFFICE (Agenda Item 8):**

**8. A. Enrollment Report:** Business Manager Quanah Bennett reviewed the enrollment report as of November 1, 2023.

Total district enrollment is 1,298 which is 48 students below budgeted projections.

Business Manager Quanah Bennett and Superintendent Carpenter will begin working on enrollment projections for the 2024-2025 budget in the coming weeks.

**8. B. General Fund Revenue and Expenditure Report:** Business Manager Quanah Bennett reviewed the general fund revenue and expenditure report as of October 31, 2023.

The district has received 33% of budgeted revenue and spent 20% of operating expenditures.

This is aligned with where the district was at this same time last year.

Director Larson moved to approve the general fund revenue and expenditure report as of October 31, 2023; seconded by Director Graham-Adams. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

## **REPORTS (Agenda Item 9):**

**9. A. Fern Ridge Education Association Update:** FREA president Jennifer Snider spoke with the board on the topics of assessments at the high school level. It was noted that FREA stands in solidarity with other districts in the state, however, they are grateful for the relationship and current status of the contract due to the district's willingness to bargain on financials in the spring of 2023.

A note of thanks was expressed for the payroll specialist, Leiisa Boytz puts in and all of the effort and extra hours she puts in to her position.

A note of thanks was expressed for Superintendent Carpenter's willingness to hold a zoom meeting with University of Oregon students who may be interested in working with the district in the future as a school psychologist.

Upcoming events and celebrations at the high school were shared with the board.

**9. B. Special Education Abbreviated Day Placement:** Director of Special Programs, Rilke Klingsporn gave an update to the board on the new Senate Bill 819 around abbreviated days for students on Individualized Education Plans.

The bill was passed this summer and went into effect immediately. The district already had good processes in place around this but SB819 does require significantly more meetings and paperwork. After a full audit, there are approximately 10 students in the district on abbreviated days. Of those 10, half are out-of-district placements.

**9. C. Student Representatives to the School Board Report:** Student representative Gavin Snell reported on the events happening at Elmira High School including the National Honor Society adopt-a-family, Interact Club clothing drive, leadership fundraiser, winter sports, and the holiday spirit week at EHS.

**9. D. Superintendent's Report:** Superintendent Carpenter passed on a commendation received regarding Business Manager Quanah Bennett for the outstanding performance in accurate reporting and filings around previous bond's required financial reporting.

During the December board meeting the first longitudinal growth goals will be presented to the board.

In the past, the district has contracted with a school psychologist, currently, there is an open posting and Superintendent Carpenter has a virtual meeting with several University of Oregon graduates in the school psychologist program. There is hope that they will apply for the open position and this will be filled starting with the 2023-2024 school year.

Superintendent Carpenter spoke with the board about enrollment that is lower than the budgeted projections and how the state fund considers enrollment for school funding. With enrollment down around the state, lower enrollment in this district does not necessarily mean less funding during the current biennium for Fern Ridge School District.

#### **DISCUSSION ITEMS (Agenda Item 10):**

**10. A. OSBA Elections:** The board reviewed the 2023 Lane Region election ballot.

Director McCann made a motion to accept Linda Hamilton for Board Position 6 and Judy Newman for LPC Position 6; seconded by Director Pizzola. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

Director Larson moved to adopt OSBA Resolution 1; seconded by Director Pizzola. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

Director Graham-Adams moved the board vote yes on OSBA Resolution 2; seconded by Director Pizzola. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

**10.B. Wrestling Collective with Crow-Applegate School District:** This collective would allow students from the Crow-Applegate School District to utilize our facilities and our coaches but represent their own school when they compete. The Fern Ridge athletic director, Joel Smith is in support of this agreement.

Director Pizzola moved to approve the wrestling collective; seconded by Director Graham-Adams. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

**10.C. Instructional Materials Review Committee:** Superintendent Carpenter reviewed the process since receiving a materials challenge to *The Hate U Give*. The first material challenge seeks to restrict which grade level is permitted to read the book in class. Two more material challenges have been received by the district, both seek to ban the book from the district entirely.

The district consulted with legal counsel and will move forward with presenting the committee members for approval. The committee will consider all three requests together.

The committee put forward for approval includes the high school administrator, a media specialist, two parents (one name suggested by the original complainant and the other name suggested by the district), one high school teacher (a staff member who is not teaching the book), and two students selected by the student leadership class.

Once the board has given approval, the committee will find a date to meet, review the

complaints, hear statements from the complainants and the staff teaching the book.

Superintendent Carpenter explained the timelines and the process for a committee review, decision and the potential for either side to file an appeal. If the committee's decision is appealed, the Fern Ridge School Board will hear the evidence and come to a decision on the matter.

Director Larson moved to approve the seven nominated committee members; seconded by Director Graham-Adams. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

**10.D. Second Reading of Proposed Policy Updates:** A second reading was held on the following proposed administrative rule and policy updates:

BD/BDA – Board Meetings, BDC – Executive Sessions, GCBDA-GDBDA – Family Medical Leave (recommend delete and replace), GCBDA/GDBDA – Family Medical Leave.

Director Graham-Adams moved to approve the four policies as written; seconded by Director McCann. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

**10.E. OPTIONS Curriculum Adoption:** Director Forrest Cooper submitted a curriculum approval for several OPTIONS courses that are being updated to reflect current state standards.

Director Larson moved to approve the curriculum updates from Edgenuity; seconded by Director Graham-Adams. There was no discussion. The motion carried with Directors Boren, Larson, Graham-Adams, Pizzola, and McCann voting yes. 5-0.

## **PERSONNEL (Agenda Item 11):**

### **11. A. Licensed Employees Resignations/New hires/Transfers/Other:**

**11. A.1** None at this time.

**11. B. Non-Licensed Personnel Report:** The non-licensed personnel report was presented for review:

- Hiring of Diann Shuck, 7.00 Instructional Behavior Assistant at Elmira Elementary School, effective October 23, 2023.
- Hiring of Sadie Harmon, 3.00 Instructional Assistant at Veneta Elementary School, effective November 6, 2023.
- Transfer of Mikah Reed from 1.0 FTE Custodian to 1.0 Grounds/Maintenance, effective November 20, 2023.
- Hiring of David Cadaret, JV Girls Basketball Coach at Elmira High School, effective the 2023-2024 season.
- Hiring of Nick Anderson, JV Girls Basketball Coach at Elmira High School, effective 2023-2024 season.

**LATE ITEMS/CLOSING COMMENTS (Agenda Item 12):** None at this time.

**UPCOMING DATES (Agenda Item 13):**

**Elementary:** November 20 – 24 No School, Nov 20 – 21 Parent Teacher Conferences.

**Middle School/High School:** November 22-24 No School.

**Elmira Elementary School** Oct 17 PTA Meeting, Oct 25: Spirit Day – Super Heroes! Oct 31: Harvest Carnival, Nov 2: End of First Quarter, Nov 3: No School – Teacher Workday, Nov 10: No School – Veteran’s Day.

**Other:** November 30 Veneta Tree Lighting at VES, December 9 S.A.N.T.A. Project at VES, December 14 VES Holiday Luncheon.

**ADJOURNMENT (Agenda Item 14):** Chair Boren adjourned the meeting at 8:28 pm.

Attest: \_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Gary E. Carpenter, Jr., Superintendent



**FERN RIDGE SCHOOL DISTRICT 28J**  
**ENROLLMENT REPORT**

December 1, 2023

Avg.  
Class  
Size

	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
EES Teacher 1	20													20
EES Teacher 2	17													17
EES Teacher 3		24												24
EES Teacher 4		9	15											24
EES Teacher 5			23											23
EES Teacher 6			22											22
EES Teacher 7				22										22
EES Teacher 8				21										21
EES Teacher 9					24									24
EES Teacher 10					25									25
EES Teacher 11						22								22
EES Teacher 12						22								22
<b>Elmira Elementary</b>	<b>37</b>	<b>33</b>	<b>60</b>	<b>43</b>	<b>49</b>	<b>44</b>								<b>266</b>
VES Teacher 1	15													15
VES Teacher 2	16													16
VES Teacher 3	15													15
VES Teacher 4		23												23
VES Teacher 5		23												23
VES Teacher 6		24												24
VES Teacher 7			26											26
VES Teacher 8			26											26
VES Teacher 9				28										28
VES Teacher 10				29										29
VES Teacher 11					26									26
VES Teacher 12					26									26
VES Teacher 13						27								27
VES Teacher 14						28								28
<b>Veneta Elementary</b>	<b>46</b>	<b>70</b>	<b>52</b>	<b>57</b>	<b>52</b>	<b>55</b>								<b>332</b>
<b>Total Elementary</b>	<b>83</b>	<b>103</b>	<b>112</b>	<b>100</b>	<b>101</b>	<b>99</b>								<b>598</b>
<b>Fern Ridge Middle School</b>							<b>98</b>	<b>87</b>	<b>87</b>					<b>272</b>
<b>FRMS Options</b>							<b>1</b>	<b>2</b>	<b>4</b>					<b>7</b>
<b>Elmira High School</b>										<b>105</b>	<b>92</b>	<b>87</b>	<b>79</b>	<b>363</b>
<b>EHS Options</b>										<b>2</b>	<b>12</b>	<b>21</b>		<b>35</b>
<b>EE Bridges (K-2)</b>		<b>5</b>	<b>2</b>											<b>7</b>
<b>EE Bridges (3-5)</b>		<b>1</b>		<b>3</b>	<b>1</b>	<b>3</b>								<b>8</b>
<b>VES (Structured Learning)</b>		<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>2</b>								<b>8</b>
<b>Home Tutor</b>														<b>-</b>
<b>FRMS Bridges (6-8)</b>							<b>4</b>	<b>2</b>	<b>2</b>					<b>8</b>
<b>Total In-District Enrollment</b>	<b>83</b>	<b>110</b>	<b>116</b>	<b>104</b>	<b>104</b>	<b>104</b>	<b>103</b>	<b>91</b>	<b>93</b>	<b>105</b>	<b>94</b>	<b>99</b>	<b>100</b>	<b>1,306</b>
<i>Change from Adopted Budget (based on ADMr of 1346)</i>														<b>(40)</b>
<b>Out of District Placements</b>	<b>2</b>	<b>2</b>		<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>		<b>2</b>	<b>1</b>	<b>6</b>	<b>22</b>
<i>Change from Adopted Budget (based on ADMr of 16)</i>														<b>6</b>
<b>Total WLTL Charter School</b>										<b>10</b>	<b>22</b>	<b>24</b>	<b>31</b>	<b>87</b>
<b>FRSD Attending WLTL</b>										<b>4</b>	<b>12</b>	<b>16</b>	<b>15</b>	<b>47</b>
<i>Change from Adopted Budget (based on ADMr of 65)</i>														<b>22</b>
<b>Total District/ Out of District /Charter School Enrollment</b>														<b>1,415</b>
<i>Change from Adopted Budget (based on ADMr of 1427)</i>														<b>(12)</b>

22.17

23.71

**FR FERN RIDGE SCHOOL DISTRICT 28J**

General Fund Revenue and Expenditures

November 30, 2023	ADOPTED 23-24 BUDGET	2023-2024					TOTAL YTD	REMAINING BALANCE
		JULY	AUG	SEPT	OCT	NOV		
Beginning Fund Balance	4,803,178	-	-	-	-	-	-	4,803,178
<b>OPERATING REVENUE:</b>								
PROPERTY TAXES	5,334,638	2,429	9,588	6,597	6,246	3,419,165	3,444,025	1,890,613
COUNTY SCHOOL FUNDS	20,000	-	-	-	-	-	-	20,000
COMMON SCHOOL FUND	209,012	-	-	-	-	-	-	209,012
STATE MANAGED COUNTY TIMBER	-	658,672	-	-	-	-	658,672	(658,672)
FEDERAL FOREST FEES	-	-	-	-	-	-	-	-
OTHER REVENUES	419,514	32,821	59,019	47,900	60,091	54,692	254,522	164,992
STATE SCHOOL FUND	11,334,714	2,004,655	973,917	948,992	959,693	948,071	5,835,328	5,499,386
OTHER RESTRICTED GRANTS	-	-	-	-	-	-	-	-
RESTRICTED FR FED/GOV ST	-	-	-	-	-	-	-	-
INTERUND TRANSFERS	-	-	-	-	-	-	-	-
SALE OF FIXED ASSETS	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING REVENUE</b>	<b>17,317,878</b>	<b>2,698,576</b>	<b>1,042,524</b>	<b>1,003,489</b>	<b>1,026,030</b>	<b>4,421,927</b>	<b>10,192,547</b>	<b>7,125,331</b>

**TOTAL BUDGETED REVENUE (INCLUDES BEGINNING FUND BALANCE)** **59%**  
**22,121,056** **10,192,547**

<b>OPERATING EXPENDITURES:</b>								
SALARIES	7,840,816	146,183	172,728	612,554	622,338	624,235	2,178,038	5,662,778
BENEFITS	5,954,679	90,117	111,293	451,547	444,389	445,211	1,542,558	4,412,121
PURCHASED SERVICES	3,427,959	102,202	101,842	256,942	141,284	334,200	936,469	2,491,490
SUPPLIES & MATERIALS	470,217	27,150	14,365	50,713	56,054	31,238	179,520	290,697
CAPITAL OUTLAY	-	-	-	-	8,432	-	8,432	(8,432)
OTHER	255,287	235,491	11,446	3,139	4,099	5,891	260,065	(4,778)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>17,948,958</b>	<b>601,143</b>	<b>411,674</b>	<b>1,374,895</b>	<b>1,276,597</b>	<b>1,440,774</b>	<b>5,105,083</b>	<b>12,843,875</b>

<b>NON-OPERATING EXPENDITURES</b>								
INTERFUND TRANSFERS	2,068,500	-	-	-	-	-	-	2,068,500
CONTINGENCY	2,103,598	-	-	-	-	-	-	2,103,598
<b>TOTAL NON-OPERATING EXPENDITURES</b>	<b>4,172,098</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,172,098</b>

**TOTAL BUDGETED EXPENDITURES** **28%**  
**22,121,056** **5,105,083**

# STATE OF OREGON GRANT AGREEMENT

## “Student Success Act – Student Investment Account”

Grant No. 34373

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Fern Ridge SD 28J (“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](mailto:cassie.medina@ode.oregon.gov)

**4.2** Grantee’s Grant Manager is:

Gary Carpenter  
Fern Ridge SD 28J  
88834 Territorial Rd  
Elmira, OR 97437-0000

**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 \$1,301,146.96 (“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

**Fern Ridge SD 28J**

By: [Signature]  
Authorized Signature

11-29-23  
Date

CARY E. CARPENTER, Jr.  
Printed Name

Superintendent  
Title

93-6014954  
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:

<b>Disbursement Date</b>	<b>Quarterly Amount</b>
<b>July 1</b>	<b>25% of funds allocated</b>
<b>October 1</b>	<b>25% of funds allocated</b>
<b>January 1</b>	<b>25% of funds allocated</b>
<b>April 1</b>	<b>25% of funds allocated</b>

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 30<sup>th</sup>, 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 FERN RIDGE SD 28J

### 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
<b>Four Year Cohort Graduation</b>					
<b>Baseline Target: All Students</b>	84.00%	85.50%	87.00%	89.00%	91.00%
<b>Stretch Target: All Students</b>	90.70%	92.20%	93.70%	>95.00%	>95.00%
<b>Gap-Closing Target: All Focal Group Students</b>	81.00%	83.00%	86.00%	89.00%	91.00%
<b>Five Year Cohort Completion</b>					
<b>Baseline Target: All Students</b>	92.75%	93.00%	93.25%	93.50%	93.75%
<b>Stretch Target: All Students</b>	93.40%	93.90%	94.40%	94.90%	>95.00%
<b>Gap-Closing Target: All Focal Group Students</b>	88.80%	89.80%	90.80%	91.80%	92.80%

<b>9th Grade on-Track</b>					
<b>Baseline Target: All Students</b>	<b>79.20%</b>	<b>81.00%</b>	<b>82.80%</b>	<b>84.60%</b>	<b>86.40%</b>
<b>Stretch Target: All Students</b>	<b>81.20%</b>	<b>83.70%</b>	<b>86.20%</b>	<b>88.70%</b>	<b>91.20%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>73.00%</b>	<b>76.00%</b>	<b>79.00%</b>	<b>82.00%</b>	<b>85.00%</b>
<b>3rd Grade ELA Proficiency</b>					
<b>Baseline Target: All Students</b>	<b>40.00%</b>	<b>42.00%</b>	<b>44.00%</b>	<b>46.00%</b>	<b>48.00%</b>
<b>Stretch Target: All Students</b>	<b>50.00%</b>	<b>53.00%</b>	<b>56.00%</b>	<b>59.00%</b>	<b>62.00%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>28.00%</b>	<b>30.50%</b>	<b>33.50%</b>	<b>35.50%</b>	<b>38.00%</b>
<b>Regular Attenders</b>					
<b>Baseline Target: All Students</b>	<b>74.00%</b>	<b>74.50%</b>	<b>75.00%</b>	<b>75.50%</b>	<b>76.00%</b>
<b>Stretch Target: All Students</b>	<b>75.00%</b>	<b>76.50%</b>	<b>78.00%</b>	<b>79.00%</b>	<b>80.00%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>66.00%</b>	<b>68.00%</b>	<b>70.00%</b>	<b>72.00%</b>	<b>74.00%</b>

**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
<b>Local Optional Metrics</b>					
<b>Baseline Target: All Students</b>					
<b>Stretch Target: All Students</b>					
<b>Gap-Closing Target: All Focal Group Students</b>					

## **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.



# Fern Ridge School District

*Provide excellence for every student so that each will reach their greatest potential.*  
**Relationship \* Rigor \* Relevance**

## Early Literacy Success School District Grant Application

Michelle Marshall

December 18, 2023

# Early Literacy Success Initiative (HB 3198)

**Early Literacy  
Success  
Tribal Grants**



**Early Literacy  
Success  
Community Grants**



**Early Literacy  
Success School  
District Grants**



**Birth  
through Five  
Literacy Plan**



[Early Literacy Success Initiative  
Webpage](#)

# 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

FRSD 23-24 Allocation: \$109,472.94

FRSD 24-25 Allocation: \$113,941.22

# Early Literacy Success School District Grants cont.

## 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; including:
  - **Home-based summer reading activities** for students who need additional support and enrichment;
  - and **Intensive summer school programs** for students who need the most additional support and who receive at least 60 hours of direct literacy instruction by an instructional assistant or a licensed teacher trained in research-aligned literacy strategies.
- **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**.
- **Literacy specialists, coaches or interventionists** to support all of the above

# Early Literacy Program Review- Strengths

## Student Belonging

- Training for staff
- Dedicated SEL/Morning Meeting Times
- Classroom Break Spaces

## Family & Community Partnerships

- KITS
- Parent Support Classes
- Communication using ParentSquare
- Family Engagement Nights
- Family Support Coordinator

## Oral Language

- Staff training in the Big 5
- Heggerty Phonemic Awareness
- Process for using Benchmark Assessment
- Diagnostic tools available

## Reading Models Based in Research

- Oregon approved ELA curriculum
- Research based interventions
- Ongoing Professional Learning

## Foundational Skills

- Unit mapping in PLCs
- 90 minute Core instruction
- Use of formative and summative assessments

## Writing, Reading, Comprehension, Vocabulary, & Background Knowledge

- Explicit instruction
- Well-rounded
- Multiple opportunities

## Core Instruction and Assessment Indicators

- Followed intensive adoption process
- Ongoing professional development

## Reaching All Learners

- Equitable access to grade level content
- Explicit Instruction
- Visual Aids
- Use of formative and summative assessments

## Needs

- Continued Professional Learning for IAs and teachers (especially staff new to education)
- Ability to provide high-dosage tutoring and additional levels of support



# Professional Development & Coaching- Review

- We are committed to enhancing early literacy instruction in our educational institution. To achieve this, we will be offering professional development and coaching in research-aligned literacy strategies to our valued teachers and administrators. **Our primary goal is to improve the quality of early literacy instruction**, ensuring that students receive the best possible foundation for their education.
- During our **early release Wednesday sessions**, teachers and administrators will be given the tools and knowledge they need to use and implement literacy assessments, various teaching resources, curricula, and digital materials in a manner that aligns with research-backed literacy strategies. The emphasis here is on fidelity, ensuring that these strategies are applied in a consistent and faithful manner.
- In addition to general professional development, we will also tailor our support to address specific needs as identified by **data collected during walkthroughs** conducted by our administrators and literacy support coaches. This data-driven approach allows us to pinpoint areas where improvements are needed and focus our training efforts accordingly.
- Our professional development sessions will be offered in both large group settings for general training and in more strategic settings for those individuals or groups identified as requiring improvement during walkthrough sessions. This **personalized approach** ensures that each member of our educational community receives the support they need to excel in early literacy instruction.

# Extended Learning Programs- Review

- In our school district, we offer a range of flexible after-school programs that works to enrich the educational experience of our students. The after-school program provides students with a unique opportunity to engage in hands-on, interactive, and creative learning experiences that complement their regular classroom instruction.
- One distinctive feature of our after-school program is our commitment to targeted reading and writing support for focal students, who are identified through our data team process.
- FRSD continues to offer a 6 week Summer Program that includes core reading and math instruction, intervention supports, enrichment, and artists in residence.
- FRSD continues to offer KITS (Kids in Transition to School)



# High-Dosage Tutoring- Review

- The district is working to create a high-dosage tutoring plan- our goal is to have a plan in place for the 24-25 school year.
  - High-Dosage Tutoring = 30 minutes at least 3x per week by a licensed teacher or a trained tutor

Challenges for this will include:

-Staffing

- Scheduling time blocks outside of core instruction

# Research-Aligned Curriculum, Assessment, and Intervention

## K-5 Core Reading Curriculum:

McGraw Hill- Wonders  
Adopted 2022

## K-5 Benchmark & Student Growth Assessment:

EasyCBM  
In use since 2015



## K-5 Interventions In Use and/or Available:

Heggerty  
SPIRE  
Wonderworks  
ERI  
Primary Phonics  
Explode the Code  
Phonics for Reading  
Read Naturally  
SRA  
Rewards

# Communication Plan

## Ongoing Communication Strategies and Engagement

- Open House
- Newsletters
- ParentSquare
- Conferences
- Report Cards
- Family Engagement Nights
- Website
- School Board Meetings
- Calendars

November
2023
Elmira Elementary School

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Early Release @ 12:45pm CATCH	2 Wear Your CATCH Shirt or Athletic Gear CATCH	3 NO SCHOOL Teacher's Day	
5 English Events End			8 Early Release @ 12:45pm Picture Book Day		9 NO SCHOOL Veterans Day	11 Elmira Elementary School Word of the Month: <i>Gratitude</i> Draw or write things that you have gratitude for.
		14 PTA Meeting 4:00-5:00 Elmira Elementary PTA	15 Early Release @ 12:45pm	16 Turkey Foot Day	17 Storage Assembly and Book Challenge	
	20 No School Parent-Teacher Conferences		22 NO SCHOOL	23 NO SCHOOL	24 NO SCHOOL	
		28 Early Release @ 12:45pm Spirit Day (Western Day)		30 Post-Live Behavior Assembly		

# Required 25% Match

25% Matching Fund Requirement will be met with Title I dollars.

# Budget 23-24 & 24-25

## Budget Plans for 23-24:

- Staff Professional Learning
- Extended Programs- After School, Summer Program, KITS

## Budget Plans for 24-25:

- Hire a K-2 Literacy Specialist (.5-.8)
- Hire a K-2 Literacy Focused Instructional Assistant (.25-.45)

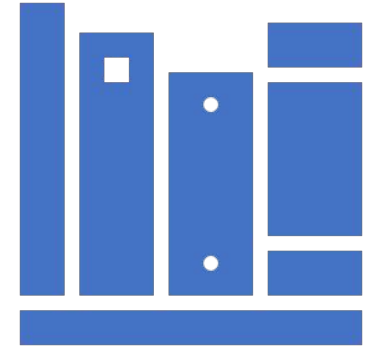
# Early Literacy Success Initiative Resources

- [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?

## 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 \(K-5\)](#)



FRSD Board Goals 2023-24  
Longitudinal Performance Growth Targets

# December Presentation

# 1

The Fern Ridge School District Board will commit to continuous board professional development to continue to understand their roles and responsibilities, authority and limits.

### Action Plan:

1. Continue to be knowledgeable about the policy making process and budgeting process and ensuring policies created and resources allocated are aligned with the district goals.
2. The board will calendar at a minimum one board professional development training and attend one OSBA conference annually.
3. The Superintendent will send the board information on one Professional development topic, relevant to either the time of year, a need, or a topic that is being discussed, each month throughout the school year.

# 2

The Fern Ridge School District Board will use data to identify and prioritize student needs and hold themselves accountable for meeting all student learning expectations by monitoring the progress of the district goals.

### Action Plan:

- 1. The board collaboratively with the superintendent and key stakeholders will create a monitoring plan. The board will identify 1-2 pieces of data or information to track the progress of district goals.**
- 2. The board will calendar at the minimum three monitoring plan sessions (during board meetings) to review and discuss the progress of the district goals and review the data from item #1.**
- 3. The Superintendent and Director of K-12 programs will coordinate these presentations.**

# 3

The Fern Ridge School District Board will continue to find meaningful ways within their authority to engage and receive input from stakeholders to help the board make informed decisions.

### Action Plan:

1. The board and superintendent will invite key stakeholders to the monitoring planning sessions to ensure the district goals are/remain in alignment with the needs of all students.
2. The board will implement its new student school board liaison policy, and develop a plan for their participation and reporting in monthly board meetings.
3. The Superintendent will continue to engage with the monthly Key Communicators group.
4. Continue to support and promote the public comment portion of board meetings that takes place near the beginning of regular board meeting agendas.
5. Continue to consistently use ParentSquare throughout the District for a wide range of information sharing.





# Focus Goal 2

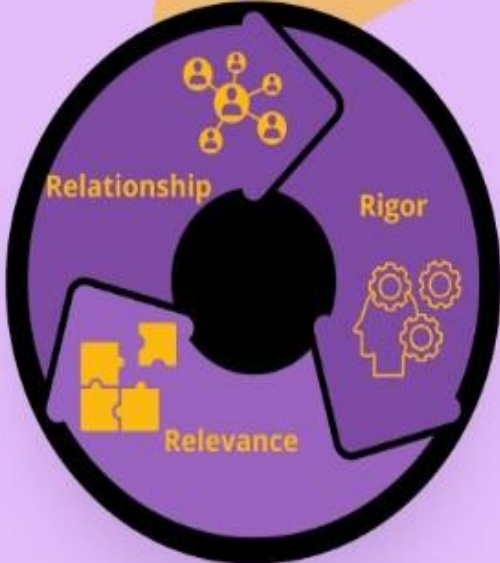
The Fern Ridge School District Board will use data to identify and prioritize student needs and hold themselves accountable for meeting all student learning expectations by monitoring the progress of the district goals.

## Action Plan:

1. The board collaboratively with the superintendent and key stakeholders will create a monitoring plan. The board will identify 1-2 pieces of data or information to track the progress of district goals.
2. The board will calendar at the minimum three monitoring plan sessions (during board meetings) to review and discuss the progress of the district goals and review the data from item #1.
3. The Superintendent and Director of K-12 programs will coordinate these presentations.

*Fern Ridge School District Vision:  
Provide excellence for every student so that each will reach their greatest potential.*


## FRSD Mission Statement



**Relationship**  
A supportive and safe school environment that values diversity, and in which all students and adults feel welcomed and respected.

**Rigor**  
Maintain high expectations and promote academic excellence through challenging curriculum, as well as instruction that builds critical thinking skills.

**Relevance**  
Helping students connect and apply their education to the world of today and tomorrow.

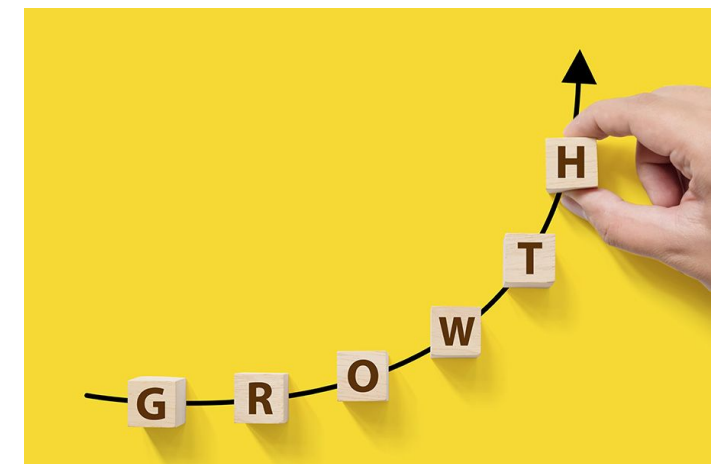




# Growth Over Time

## Understanding how target percentages were selected:

- Each grant recipient has a different community, different needs, different strategies, and different funding. For this reason, there is no standard formula for good growth targets.
- Gap-closing targets should close the gap between the combined focal group and the “all students” baseline group.
- Very few school districts will be able to attain the rate of increase that the top 10% of school districts demonstrated.
- If you have a strategy that will take a few years to get off the ground but should later show increases in the common metric rates, we expect a delay in increases in the rate.
- For very high rates, a continuation of that high rate is likely sufficient.
- In general, if below the state rate, aim to get to or above the state rate if possible (if within reason given the top 10% of schools rate increase).
- You likely aren’t putting the same level of effort into increasing the rates for every metric. If your focus is on getting 9th graders on track, you may not want to set as ambitious of targets for your 3rd grade ELA proficiency metric as you do for 9th grade on-track.



## Remember - Metrics “Move” Differently

Growth Achieved by the **Top 10 percent** of Oregon’s Districts\*

Indicator	Growth Achieved by top 10% of Districts*
Regular Attenders	1.2
3rd Grade ELA	3.7
9th Grade On Track	4.4
4-year Graduation	3.8
5-year Completion	2.3

### For Consideration:

The table shows the growth that top 10 percent of districts have achieved or exceeded over the last five years.

Average yearly growth at this pace **represents a significant achievement.**



# Looking Closer at the Data:

## District Wide Baseline, Stretch, Gap-Closing



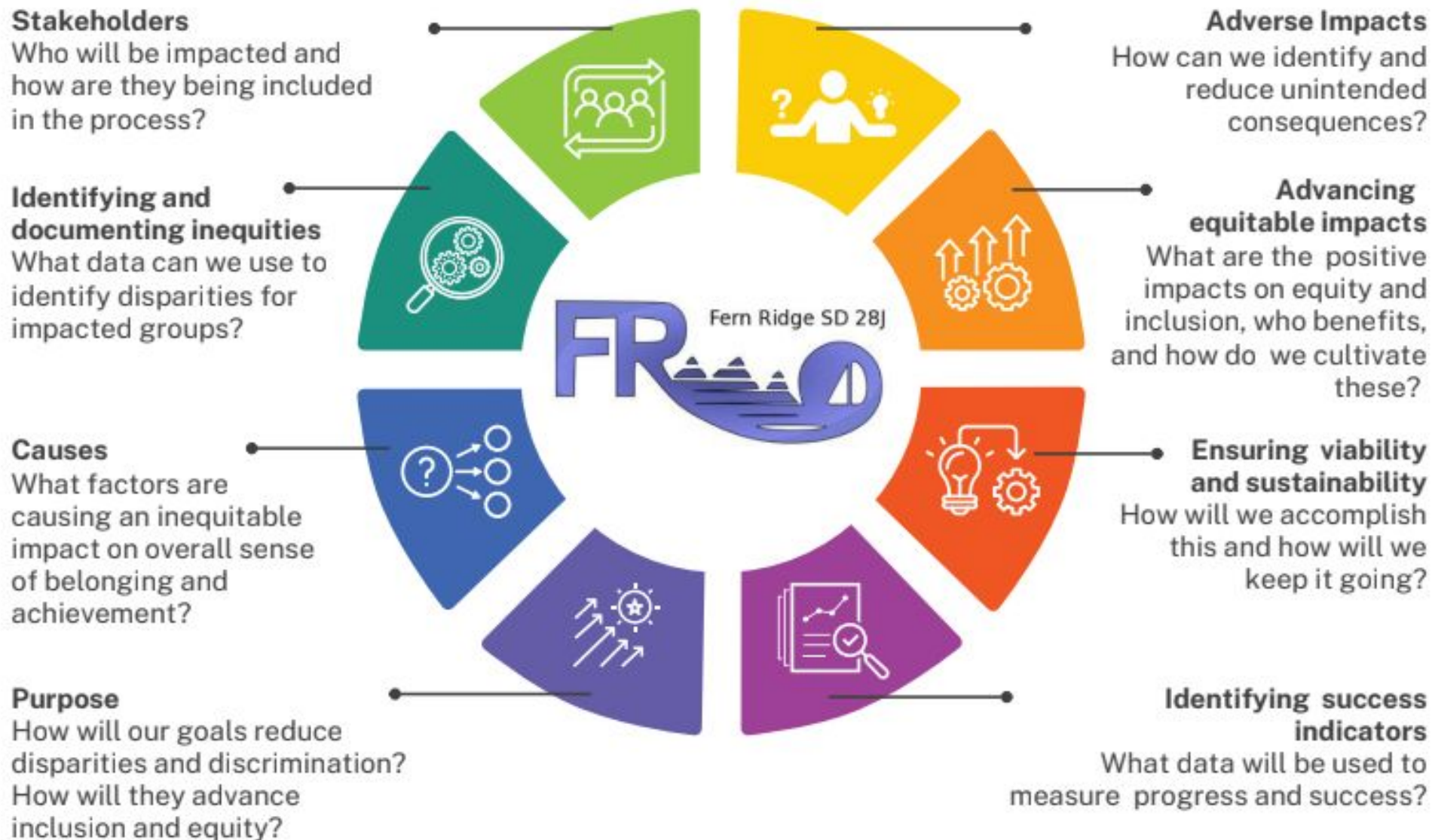
District Wide: All students enrolled K-12: **1,298 students**

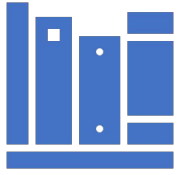
### Focal Groups include

- Students of color and tribal/Indigenous students: **245 students**
- Students who experience disabilities: **252 students**
- Emerging bilingual students: **13 students**
- Students navigating poverty, homelessness, and foster care: **572 students**
- Other student groups that have historically experienced academic disparities

**811 of our 1,298 students fall into one of the above focal groups. This equates to about 62%.**

# Fern Ridge School District Equity Lens





# K-12 Regular Attenders

## Regular Attenders:

The percentage of students attending more than 90 percent of their enrolled school days.

### Historical Attendance Data (Provided by ODE)

Measure	Group	5 year Ave.	Trend	State Ave.
Regular Attender	Combined Focal Groups	65.07%	-8.72%	
Regular Attender	District	72.36%	-7.88%	77.8%

### LPGTs

Metric	Target Type	23-24	24-25
Regular Attenders	Baseline: All Students	74%	74.5%
Regular Attenders	Stretch: All Students	75%	76.5%
Regular Attenders	Gap-Closing Target: All Focal group Students	66%	68%

#### Factors to consider:

- COVID
  - Huge shift from Everyday Matters ---- to STAY HOME if sick!
- OPTIONS Program
  - Different rules for what “attending” looks like

#### Factors to consider:

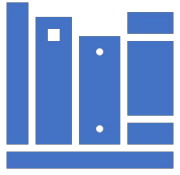
- Shifting the focus/urgency back to coming to school!
- OPTIONS- how to support our students online with attendance (ex. many of these students are essentially working full time and completing class work outside of school hours)

#### Aligned Support Activities Action Plan (Examples)

- Admin. attended back to school webinar focused on attendance
- Magnets with school year calendar sent home with every student/family @ registration
- School counselors
- Student-based health center

#### FRSD Regular Attenders as of December 14th

- We have been in school about 64 days so far.
- To be considered a “**Regular Attender**”, students have to be present 90% of the time (or greater)
- If students have missed more than 6 days of school so far this year, they are considered **chronically absent**
- By the end of the year, students who have been enrolled all year and missed 17 or more days are chronically absent.



# K-12 Regular Attenders

## Regular Attenders:

The percentage of students attending more than 90 percent of their enrolled school days.

## FRSD Percentages 23-24

Building	Enrollment Numbers	Average Daily Attendance (Dec. 13)	YTD (Dec. 13) Regular Attenders	Aligned Support Activities Action Plan (Examples)
EES	278	89.70%	70.76%	<ul style="list-style-type: none"> <li>Admin. Attend back to school webinar</li> <li>Magnets with school year calendar sent home with every student/family @ registration</li> <li>School counselors</li> <li>Student-based health center</li> <li>Admin. share at staff and admin. meetings</li> </ul>
VES	340	91.30%	71.18%	
FRMS	280	91.41%	71.68%	
FRMS OPTIONS	8	74.60%	0.0%	
EHS	360	89.85%	71.94%	
EHS OPTIONS	39	64.77%	12.82%	

- Daily Attendance
  - The average number of total students in school
- Regular Attenders
  - Students with an attendance rate of 90% or greater

	Enrollment Numbers	Average Daily Attendance	YTD Regular Attenders
<b>FRSD</b>	1,298	90.2%	69.17%



# 3rd Grade ELA

## Third Grade Reading:

The percentage of students proficient on statewide English Language Arts (ELA) assessments in 3rd grade.

## Historical Data

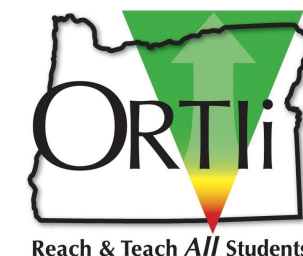
Measure	Group	5 year Average	Trend	State Average
Grade 3 ELA	Combined Focal Groups	38.3%	-5.3%	
Grade 3 ELA	District	51.3%	-1.1%	47%  County Avg.: 47.6%

## LPGTs

Metric	Target Type	23-24	24-25	Aligned Support Activities
3rd Grade ELA Prof.	Baseline: All Students	40%	42%	ORTIi Support  Title teachers @ both schools  Afterschool Programs
3rd Grade ELA Pro.	Stretch: All Students	50%	53%	
3rd Grade ELA Pro.	Gap-Closing Target: All Focal group Students	28%	30.5%	

## Factors to consider:

- Current 3rd grade students had virtual kindergarten and hybrid 1st
- Participation and opt-outs
- Summative (one-time, end of year assessment)
- District level team (DILT) working with ORTIi to review our Core Program and Instructional Needs
- New funding from ODE - Early Literacy coming up





# 3rd Grade ELA

FRSD uses a research based, state approved, English Language Arts Curriculum. In addition to our core curriculum, the district uses EasyCBM. EasyCBM Benchmark assessments are given 3x/year along with additional Progress Monitoring (2x/year). This data allows staff to reflect on both program and student level needs.

## Third Grade Reading:

The percentage of students proficient on statewide English Language Arts (ELA) assessments in 3rd grade.



Response to Intervention made easy

Measure	Group	Reading Overall	Passage Reading Fluency	Vocabulary	Proficient Reading
FALL 2023 Grade 3 ELA Benchmark	District (EES/VES)	Low Risk: 60% Some Risk: 15% High Risk: 25%	Low Risk: 57% Some Risk: 15% High Risk: 28%	Low Risk: 58% Some Risk: 18% High Risk: 24%	Low Risk: 71% Some Risk: 13% High Risk: 16%

### Factors to consider:

- New ELA Curriculum
- New staff (Teachers/IAs)
- Using EasyCBM helps monitor but does not necessarily correlate to OSAS
- Interim Assessments

### Benchmark Percentiles

- Students who score in the 0-15%ile = High Risk
- Students who score in the 16th-30th%ile = Some Risk
- Students who score in the 31st-99th%ile = Low Risk

# 9th Grade On-Track



## Ninth Grade On-Track:

The percentage of students earning at least one-quarter of their graduation credits by the end of the summer following their 9th grade year.

## Historical Data (Provided by ODE)

Measure	Group	5 year Average	Trend	State Average
9th Grade On-Track	Combined Focal Groups	69.4	.9	
9th Grade On-Track	District	77.2%	-1.8%	81.5%

## LPGTs

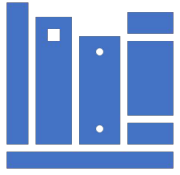
Metric	Target Type	23-24	24-25
9th Grade On-Track	Baseline: All Students	79.2%	81%
9th Grade On-Track	Stretch: All Students	81.2%	83.7%
9th Grade On-Track	Gap-Closing Target: All Focal group Students	73%	76%

### Factors to consider:

- High School Success focuses:
  - Dropout Prevention
  - Career & technical Education
  - College-Level Education Opportunities

Aligned Support Activities Action Plan (Examples)
9th grade meetings
Counselors
CTE course offerings
National Test Day
Edgenuity (credit recovery)





# 9th Grade On-Track

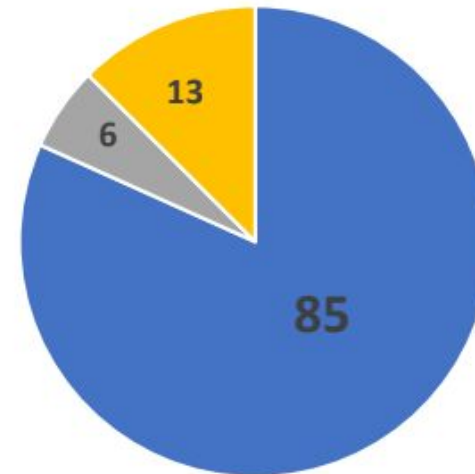
## Ninth Grade On-Track:

The percentage of students earning at least one-quarter of their graduation credits by the end of the summer following their 9th grade year.

As of December 13th...

- 19 of our 104 students have 2 or more Fs, this equates to 81.7% on track
- Semester ends on Jan. 25th, EHS staff will work with students to try and support them in focusing efforts and improving in areas that are reasonable
- The 9th Grade Success team meets monthly to drill down the data, discussions include attendance, effort, student needs, brainstorming support ideas, and monitoring student progress

On-Track to Graduate



## Factors to consider:

- All 9th Graders have a Future Success Class the first semester
- 6 credits by end of year (total to graduate 24 credits)





# 4 Year Graduation

**Four-year Graduation:** The percentage of students earning a regular or modified diploma within four years of entering high school.

## Historical Data

Measure	Group	5 year Average	Trend	State Average
4-year Graduation	Combined Focal Groups	83.6%	-1.1%	
4-year Graduation	District	88.7%	-1.8%	80.7% County Ave.: 75.8%

## LPGTs

Metric	Target Type	23-24	24-25
4-year Graduation	Baseline: All Students	84%	85.5%
4-year Graduation	Stretch: All Students	90.7%	92.2%
4-year Graduation	Gap-Closing Target: All Focal group Students	81%	83%

### Factors to consider:

- 2 full time counselors to support EHS Students
- Credit Recovery
- OPTIONS Program





# 5 Year Completion

**Five-year Completion:** The percentage of students earning a regular, modified, extended or adult high school diploma, or a GED within five years of entering high school.

## Historical Data

Measure	Group	5 year Average	Trend	State Average
Five Year Cohort Completion	Combined Focal Groups	87.2%	0.7%	
Five Year Cohort Completion	District	92.4%	0	86.5% County Ave.: 83.4%

## LPGTs

Metric	Target Type	23-24	24-25
Five Year Cohort Completion	Baseline: All Students	92.75%	93%
Five Year Cohort Completion	Stretch: All Students	93.4%	93.9%
Five Year Cohort Completion	Gap-Closing Target: All Focal group Students	88.8%	89.8%

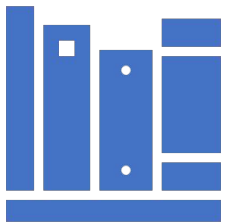
### Factors to consider:

- FRSD is already in the top 10% of the state in this area

# FRSD Activities and Strategies

Where the work is being focused

- K-5:
  - Attendance
  - PLCs
  - Counselors
  - Oregon Response to Instruction and Intervention
- 6-8:
  - Attendance
  - Positive School Culture
  - Ongoing Professional Learning
- 9-12:
  - 9th Grade Success Meetings
  - Counselor check in
  - Attendance Activities



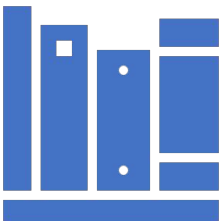
- Next Steps
  - Continue to focus work around LPGTs
  - Support buildings in creating a Student Support Team Handbook that breaks down the process and steps for their Multi-Tiered Systems of Support (MTSS)
  - Provide professional development and learning
  - Engage families and community members (ex. attendance messaging)



# So what does all of that mean?

Quick summary!

- FRSD is collecting, tracking, and monitoring large amounts of data to guide decision making.
- FRSD is working to create a systematic process for this collection and how staff use it at each level (K-5, 6-8, and 9-12).
- Administrators and educational staff are being asked more now than ever before to be instructional leaders. On a daily basis, they are planning, training, and working towards providing the best supports for our FRSD students.



## Additional documents/resources

- [LPGTs- 1-pager](#)
- [22-23 SIA Annual Report](#)
- [FRSD Integrated Plan Presentation](#)
- [LPGTs- Detailed Guidance](#)
- [FRSD LPGT Overview 2023](#)
- [Integrated Plan Activity Tracker](#)

## Questions?

mmarshall@fernridge.k12.or.us





## Fern Ridge School District 28J

---

Gary E. Carpenter Jr.  
Superintendent

88834 Territorial Road, Elmira, OR 97437  
Phone: (541) 935-2253  
Fax: (541) 935-8222

### **Classified/Confidential/Manager/Coach Employees Resignations/New Hires/Transfers/Other Report**

December 18, 2023

#### Resignations/Retirements

1. Resignation of Dylan Rice, 1.0 FTE Grounds/Maintenance, effective December 15, 2023.

#### New Hires/Transfers

1. None at this time.

#### Other

1. None at this time.

#### Coaches

1. Hiring of Abby Archer, Assistant Track Coach at EHS, effective the 2023-2024 season.
2. Resignation of Emmy Erwin, JV Volleyball coach at EHS, effective December 7, 2023.