

Regular Board Meeting  
Wednesday, December 10, 2025 6:00 PM

Triangle Lake Charter School--Library  
20264 Blachly Grange Rd.  
Blachly, OR 97412

## **Agenda**

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**
2. **WELCOME GUESTS AND VISITORS**
3. **CHANGES OR ADDITIONS TO THE AGENDA**
4. **PUBLIC FORUM/COMMUNICATIONS**
5. **CONSENT AGENDA**
  - 5.1. **BOARD MINUTES**
  - 5.2. **FINANCIAL REPORT**
  - 5.3. **MOTION**
6. **REPORTS**
  - 6.1. **ENROLLMENT**
  - 6.2. **STUDENT BODY REPORT**
  - 6.3. **SPECIAL EDUCATION SERVICES REPORT**
  - 6.4. **STUDENT SERVICES REPORT**
  - 6.5. **PRINCIPAL'S REPORT**
  - 6.6. **SUPERINTENDENT'S REPORT**
  - 6.7. **DIRECTORS REPORT**
7. **UNFINISHED BUSINESS**
  - 7.1. **BOARD VACANCY**
  - 7.2. **BOARD GOALS**
8. **NEW BUSINESS**
  - 8.1. **ENGAGEMENT SURVEY REPORT**
  - 8.2. **2025-2027 SIA GRANT AGREEMENT**
  - 8.3. **PUBLIC COMMENT OPPORTUNITY FOR THE 2025-2027 SIA GRANT AGREEMENT**
  - 8.4. **2025-2027 SIA GRANT AGREEMENT MOTION**
9. **THE BOARD MAY RECESS THE REGULAR MEETING AND CONVENE EXECUTIVE SESSION**
10. **ANNOUNCEMENTS**
  - 10.1. **UPCOMING BOARD MEETING**
  - 10.2. **AGENDA SETTING TEAM**
11. **ADJOURN THE REGULAR MEETING**

# Blachly School District #90

Code: BDDH-AR  
Revised/Reviewed: 2/21/18; 11/17/21; 10/09/24

## Public Comment at Board Meetings

The Board requests that a public comment add information or a perspective that has not already been mentioned previously, and that the patron refrains from repeating a similar point.

To provide public comment in person, if the opportunity is available on the Board agenda, please complete and submit the Intent to Speak card to the Board secretary prior to the meeting. Those attending virtually and want to provide public comment should notify the Board secretary by submitting an email to [comments@blachly.k12.or.us](mailto:comments@blachly.k12.or.us) as directed prior to the start of the meeting.

A person speaking during the public comment portion of the meeting may comment on a topic not on the published agenda. A person providing public comment will be allowed three minutes. Signing up to provide public comment does not guarantee time will be available.

Any person, who is allowed to speak to the Board during a meeting, should state their name, whether they are a resident of the district and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.

Comments about a specific employee or group of employees should comply with Board policy BDDH - Public Comment at Board Meetings:

“A person speaking during the designated portion of the agenda for public comment may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints published complaint procedures for consideration of a legitimate complaint involving a staff member. Any association contract governing the employee’s rights will be followed. A commendation involving a staff member should be sent to the superintendent, who will forward it to the employee, a supervisor and the Board.”

*SEE FORM ON REVERSE*

**INTENT TO SPEAK**

The Board welcomes input. To provide in-person public comment please submit this completed card to the Board secretary prior the start of the meeting.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Email (optional): \_\_\_\_\_

Topic or comment to be presented (brief description): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

A complaint brought before the Board shall be referred to the proper school authorities. A complaint shall be processed in accordance with Board policy KL - Public Complaints and KL-AR - Public Complaints Procedure NX published complaint procedures. A hearing conducted by the Board regarding personnel may take place in an executive session.

**The Board requests that a topic or comment is limited to three minutes or less.**

# Blachly School District #90

Code: BDDH  
Adopted: 12/13/93  
Revised/Readopted: 1/16/08; 11/19/08; 2/21/18;  
1/19/22; 10/09/24

## Public Comment at Board Meetings

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites the district's community members to attend Board meetings to become acquainted with the program and operation of the district. The public has a right to attend public meetings held in open session, and may be invited to share comments, ideas and opinions with the Board during designated times on the agenda. The Board may conduct a meeting without public comment.

Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings and submit written comments to the Board. Individuals requesting assistance, aids or accommodations are encouraged to notify the district at least 48 hours prior to the Board meeting with the request, consistent with Board policy BD/BDA – Board Meetings.

### Procedures for Oral Public Comment

The Board establishes the following procedures for public comment at Board meetings held in open session. The information will be accessible and available to all patrons accessing or attending such a Board meeting.

1. Public comment is limited to its designated place on the agenda and while time allows.
2. A person wishing to provide public comment, if an opportunity is provided by the Board during a meeting open to the public, will complete and submit the Intent to Speak card to the Board secretary prior to the Board meeting.<sup>1</sup> A request to give public comment in-person or electronically does not guarantee time will be available.
3. A person speaking during the public comment portion of the meeting may comment on a topic not on the published agenda.
4. A person speaking during the public comment portion of the meeting should state their name, whether they are a resident of the district, and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.
5. A person giving public comment is limited to an established time limit of three minutes. Statements should be brief and concise. The Board chair has discretion to waive time limits or extend the overall time allotted for public comment. Additional time will be allocated in a fair and equitable manner. If a person has more comments than time allows or is unable to comment due to time constraints, the

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<sup>1</sup> When in-person attendees are allowed to provide oral comment, virtual attendees will be afforded the same opportunity.

person is encouraged to submit additional written comments to the Board through the district office as directed.

6. Inquiries from the public during the designated portion of the agenda will not generally be responded to immediately by the Board chair, and may be referred to the superintendent for reply at a later date. The Board will not respond to inquiries that are expected to be addressed during another designated portion of the agenda.

The Board will not hear public comment at Board work sessions.

Topics raised during the public comment portion may be considered for inclusion as agenda items at future Board meetings.

### **Procedures for Written Comment**

Members of the public may submit written comments or materials to the Board at any time at the district office, by mail or by email to [comments@blachly90.com](mailto:comments@blachly90.com) . Materials or comments submitted at least 72 hours in advance of a Board meeting will be provided to the Board before the Board meeting. Written materials or comments submitted may not warrant action by the Board.

### **Comments Regarding Staff Members**

A person speaking during the designated portion of the agenda for public comment may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for consideration of a legitimate complaint involving a staff member. Any association contract governing the employee's rights will be followed. A commendation involving a staff member should be sent to the superintendent, who will forward it to the employee, a supervisor and the Board.

END OF POLICY

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#### **Legal Reference(s):**

[ORS 165.535](#)  
[ORS 165.540](#)

[ORS 192.610 - 192.690](#)  
[ORS 332.057](#)

[ORS 332.107](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

*Baca v. Moreno Valley Unified Sch. Dist.*, 936 F. Supp. 719 (C.D. Cal. 1996).

*Leventhal v. Vista Unified Sch. Dist.*, 973 F. Supp. 951 (S.D. Cal. 1997).

Oregon House Bill 2560 (2021).

#### **Cross Reference(s):**

BDDC - Board Meeting Agenda

KC - Community Involvement in Decision Making

Regular Board Meeting  
Wednesday, November 12, 2025 6:00 PM

Triangle Lake Charter School--Library, 20264  
Blachly Grange Rd., Blachly, OR 97412

Attendance Taken at 5:56 PM.

Bobbie Jo Brewster: Present  
Ciara Clark: Present  
Nicole Deering: Present  
Meleah Drago: Present  
Sara Gamache: Absent  
Bev Schiesser: Present  
Tony Wynn: Absent

Present: 5, Absent: 2.

Staff Attendees: Aria Richardson, Shane Benscoter, Dennis Boyd, Kelly Goodwin, Brooklyn Gilbert

Community Attendees:

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Board Chair Drago called the meeting to order at 6:02 pm.

2. **WELCOME GUESTS AND VISITORS**

Director Schiesser is joining the meeting online.

3. **CHANGES OR ADDITIONS TO THE AGENDA**

There were no changes or additions to the agenda.

4. **PUBLIC FORUM/COMMUNICATIONS**

Public comments are accepted until the start of each meeting. To submit a comment, turn it in to the board secretary or email it in advance. A fillable Public Comment form, referred to in the attached AR, can be downloaded by clicking the menu/settings button. Written comments sent to [comments@blachly.k12.or.us](mailto:comments@blachly.k12.or.us) will be read during the meeting and should take less than three minutes. Verbal comments are limited to three minutes per person, with a total maximum of 15 minutes for all comments.

There were no public comments submitted.

5. **CONSENT AGENDA**

5.1. **BOARD MINUTES**

October 8th, 2025 Regular Board minutes

There were no changes or additions to the minutes.

5.2. **FINANCIAL REPORT**

Business Manager Molly Rust has provided the October check register, pro-card statement and financial report to the board for review.

Ms. Rust answers questions in regard to the October check register and procard statement.

Board Chair Drago asks about the bus purchase. Ms. Rust answers that it is a used bus from 4J and is \$2000.

Ms. Rust explains what some of the purchases were for, including the Guest House Inn. This purchase was for us asking the First Student bus driver to stay an extra day and night so that we could use her for additional training for our new drivers.

Ms. Rust presents her financial report. Yes, there is some state of unease with the current climate with the government changes coming. But currently we are working on last year's audit, and we have come across some things that have caused our ending fund balance to go down. We are up in the air with some salary budgeting due to using first student and some overtime we have been paying that was unexpected. \$276,130 is the current ending fund balance, which is at 4.4% and, per our policy, we have 3 months to get that number up, or we will look at cuts, this is month one.

Director Clark asks if the First Student driver is comparable to us having our own driver. Ms. Rust answers no, it's much higher because we were having to pay for the out of town rate. Our own driver will be cheaper. Due to the amount of overtime that our drivers get with activities, field trips and athletics this causes our salary to increase as well.

**5.3. HIRES**

Superintendent Bottensek announces the hire of Carson Wynn as the MS boys basketball coach.

Superintendent Bottensek shares that we reviewed all of our coaching hires and resignations, and we realized that we missed one hire. We are hiring Carson Wynn as the MS boys basketball coach.

**5.4. RESIGNATION**

Superintendent Bottensek presents the resignation of Tony Wynn from the Blachly School Board. This opens up an At-Large zone and will be posted to the community. Superintendent Bottensek shares the resignation of Tony Wynn from the Blachly School Board. This opens up an at-large position that will go out to the community. This post will be open until filled by a person who lives within Blachly SD boundaries and is a registered voter. Letters of interest need to be turned in to board secretary Bri Simington at [bsimington@blachly.k12.or.us](mailto:bsimington@blachly.k12.or.us) or dropped off in the district office. The board will review applicants and appoint a member.

**5.5. MOTION**

Director Clark moved to approve the consent agenda as presented. This motion, made by Ciara Clark and seconded by Nicole Deering, Carried.

- Bobbie Jo Brewster: **Yea**
  - Ciara Clark: **Yea**
  - Nicole Deering: **Yea**
  - Meleah Drago: **Yea**
  - Sara Gamache: **Absent**
  - Bev Schiesser: **Yea**
  - Tony Wynn: **Absent**
- Yea: 5, Nay: 0, Absent: 2

**6. REPORTS**

**6.1. ENROLLMENT**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
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On Campus	7	14	13	18	11	19	18	12	17	17	9	16	18	189
TLCS Online	18	18	18	22	24	14	22	16	10	6	5	3	3	179
Out of District Placement														2

**Total Enrollment: 370**

Superintendent Bottensek shares that we are down two students from last month in our campus program. We have been doing our exit surveys for any students/families leaving. We hope to provide a summary of those surveys at the end of the year.

**6.2. FACILITIES REPORT**

Maintenance Director, Shane Benscoter provided a maintenance update to the board.

Board Chair Drago thanks Mr. Benscoter for the upkeep of the football field. It looks good.

Board Chair Drago asked if we lost any food while the walk-in freezer was down. Mr. Benscoter reports that we did not, we were able to get it all in freezers.

Board Chair Drago asks if we did or did not pass our ADA exam. Mr. Benscoter shares that this is a mandatory state assessment, and its not a pass/fail, but it will point out where we do have problems that need upkeep. Superintendent Bottensek shares that she feels this is data that the state can use to take to legislation to ask for more money for the schools.

Director Clark asks why we get money reimbursed for the water testing? Mr. Benscoter shares that they do for all schools. This is a process to try to get schools to update their water pipes.

**6.3. TRANSPORTATION & TECHNOLOGY REPORT**

Transportation & Technology Director, Dennis Boyd provided an update to the board.

Board Chair Drago asks if we have any of our drivers tested yet? Mr. Boyd answers, not yet. We are hoping to get one tested this weekend. The other driver has another week to two weeks due to an additional test that he needs to change his CDL license.

**6.4. PRINCIPAL'S REPORT**

Principal Brittany Bottensek shares a report with the board.

Superintendent Bottensek shares our athletic successes this fall. We will be hosting a Football game this Saturday at 7pm against Crow. Soccer co-op team will be playing in the state finals game this Saturday in Hillsboro against Bend at 1pm.

She shares our Veterans Day events hosted with the Grange. We were very impressed by both our students and guest speaker. Our elementary students sang a song and Anni Thiessen came and sang the national anthem. And the veterans shared that they love when the students come around and share their "Thank You" cards.

Our Fall Festival was a success, and we thank those who came and ran trick or treat stops. And our seniors did a great job with their crawl through haunted house. Conferences were last week and went well. Our students in K-3 do a "what I want to be" paper. 4th-7th grades do a poster board about their career of choice. And 8th-12th did cubes. They were boxes and each side of the cube had different information

about the career of choice. The students liked that this was something different than they had done in the past.

Superintendent Bottensek points out upcoming dates. Highlighting that MS winter sports are split. Director Clark asks what the benefit of this is? Superintendent Bottensek shares that it allows full court for MS basketball practice, it also allows students to do both wrestling and basketball if there are students interested.

#### **6.5. SUPERINTENDENT'S REPORT**

Superintendent Brittany Bottensek will give a report to the board.

Superintendent Bottensek shares that we do need to discuss if the district will pay for the HS students to participate in the Fresh Fruits and Vegetables program. The grant is only for K-8th grade. Ms. Spencer and Superintendent Bottensek went around to classes and explained what the program is about. It will cost about \$3,000 to add the HS students to this program. This is not currently in the budget. Board Chair Drago feels that since we are already below the 5% contingency we should table this decision for at least another month. This is agreed.

PEAK grant initially we thought it was getting pulled back. Now we are hearing that we may get it, but there is no official word yet. It would be great news for us if we find out we get it.

She shares some of the PD happening both with staff and with herself and Ms. Tripp.

Superintendent Bottensek shares that we had a local wellness committee meeting today to work on our draft wellness plan. Once this document is finalized, we will post this plan on our website. These meetings are open to any who would like to attend, and we plan to meet twice a year and review the plan annually.

Superintendent Bottensek reminds the board of the directive from the state last month, and then shares a timeline of announcements/directives sent from the legislative office. On November 10th the state agency budget reduction list is posted at the state level. A meeting was held for all superintendents to walk them through these reductions, and at this time it looks like there will be no significant reductions coming to the school districts this year. There is another session starting in February where this information could change, and information for next years cuts won't probably come before our draft budgets are already created. With this all in mind, we still have to keep our eye out for the economic forecast that will be coming out, as this could potentially come with more reductions. So, we need to continue to have a budget mindset as we make decisions this year.

Director Deering asks if there can still be a dollar and pledge money to things like Amazon? Superintendent Bottensek says she isn't sure, but she will look into it. Ms. Rust says that Amazon has an option to select an entity where you can have a percentage of your purchases go to your entity, and they get a rebate check. We will look into this more and share it out. Director Brewster asks about donating things like school supplies to the school. Superintendent Bottensek says yes, we always accept things like this to help support our students. We also do this for clothing and even athletic shoes. We also got a grant for sports bra's recently that provided us with a box of sports bra's of various sizes.

#### **6.6. DIRECTORS REPORT**

Board Chair Drago shares some background on how we have used the directors report. And invites the directors to share experiences they have had with the school in the last month or they can share community input or training they have attended. Board Chair Drago shares that she went to the OSBA Roadshow, and she also attended the Veterans Day celebration. She has also talked to some other staff from the rural schools who are part of the PD and is hearing very positive feedback as well.

Director Brewster says that she was happy to see that at the two playoff soccer games we have had good community support, and she thanks Nolan for coming and getting pictures as well. She has also had community members reach out to her for dates of events, but she feels we do a good job of posting these things.

Superintendent Bottensek shares that we really need a reader board, but it's not in our budget.

Director Clark shares that she got to go with the K-1 on the pumpkin patch field trip, and it went well. It was a lot of fun.

Director Deering shares that she went to the OSBA roadshow and that was very informative. She also attended a football game and it was fun.

## **7. UNFINISHED BUSINESS**

### **7.1. BOARD GOALS**

The board will discuss their ideas for goals for the year.

Director Schiesser shares her ideas for goals: including keeping the grange on the list of goals, through the strategic plan looking at things such as preschool.

Director Clark had the grange on her list of ideas.

Board Chair Drago had graduation rates and reading programs to get our reading scores up.

The board discusses how many they feel comfortable with. Superintendent Bottensek reminds the board to pick goals that they feel they can have a direct impact on.

Superintendent Bottensek feels that the grange is still important to keep as far as liability goes to keep the district safe. Director Clark agrees that she would like to see this remain until the liability issue is taken care of, and to help resolve some relationships.

Superintendent Bottensek shares where she feels the district is at with regard to being able to take on a preschool at this time. Superintendent Bottensek states she will continue to pursue this without it needing to be a board goal. She shares more on how a preschool works and how schools get funded.

Superintendent Bottensek encourages community members to fill out a volunteer form to be a part of our school day. The forms are available in the office and in at the post office.

The board decided on the goals below:

1. To address or resolve property boundaries with the grange.
2. A monthly review of the Strategic Plan: Academic Success, Reading Program, Enrollment Rate, Volunteerism

The board will continue to review their goals monthly.

8. **NEW BUSINESS**

9. **THE BOARD MAY RECESS THE REGULAR MEETING AND CONVENE EXECUTIVE SESSION**

The board will convene an Executive session pursuant to ORS 192.660:

(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

Board Chair Drago recessed the regular meeting for the executive session at 8:07pm.

Board Chair Drago called the regular session back at 9:36pm.

10. **ANNOUNCEMENTS**

10.1. **UPCOMING BOARD MEETING**

The next Regular Board Meeting will be held on Wednesday, December 10th, 2025 at 6pm.

11. **ADJOURN THE REGULAR MEETING**

Board Chair Drago adjourned the meeting at 9:37pm

Blachly School District  
September 30, 2025

	Original Budget	Jul Actual	Aug Actual	Sep Actual	Oct Estimate	Nov Estimate	Dec Estimate	Jan Estimate	Feb Estimate	Mar Estimate	Apr Estimate	May Estimate	Jun Estimate	Final Total	Over/ (Under)
<b>Revenue</b>															
State School Fund	5,384,130	929,989	464,716	464,716	414,285	414,285	414,285	414,285	414,285	414,285	414,285	213,994	(57,281)	<b>4,916,129</b>	(468,001)
State Timber Sales	100,000	-	540,390	-	-	-	-	-	-	-	-	-	-	<b>540,390</b>	440,390
Property Taxes	394,801	-	939	665	706	271,997	92,788	4,650	3,670	8,550	1,550	2,080	7,206	<b>394,801</b>	-
Federal Forest Fees	-	-	-	-	9,010	-	-	-	-	-	-	-	-	<b>9,010</b>	9,010
Interest Earnings	70,000	3,685	6,090	6,726	6,607	6,031	8,800	8,800	5,500	4,500	4,100	4,000	3,662	<b>68,500</b>	(1,500)
Common School Fund	60,967	-	-	-	-	-	-	30,484	-	-	-	-	30,484	<b>60,967</b>	-
Other County Revenue	800	-	82	-	-	105	88	88	88	88	88	88	88	<b>800</b>	-
Rentals	-	-	-	150	150	150	150	150	150	150	150	150	150	<b>1,500</b>	1,500
Other Small Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lane ESD Flex Dollars	-	-	-	-	-	-	-	27,225	-	-	-	-	27,225	<b>54,449</b>	54,449
Miscellaneous	5,000	-	518	137	(5)	506	549	549	549	549	549	549	549	<b>5,000</b>	-
County School Fund	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000	<b>2,000</b>	-
Indirect	31,342	-	-	-	-	-	-	-	-	-	-	-	31,342	<b>31,342</b>	-
Interfund Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sale/Comp fixed asset	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Fund Balance	200,000	194,772			-	-	-	-	-	-	-	-	-	<b>194,772</b>	(5,228)
<b>Total Revenue</b>	<b>6,249,040</b>	<b>1,128,446</b>	<b>1,012,734</b>	<b>472,394</b>	<b>430,752</b>	<b>693,074</b>	<b>516,660</b>	<b>486,230</b>	<b>424,242</b>	<b>428,122</b>	<b>420,722</b>	<b>220,861</b>	<b>45,424</b>	<b>6,279,659</b>	<b>30,619</b>
<b>Expenditures</b>															
Salaries	2,649,647	66,448	66,953	218,614	226,187	230,985	215,953	228,081	244,412	231,347	234,614	234,614	502,968	<b>2,701,176</b>	51,528
Benefits	1,677,074	35,710	42,261	131,561	137,264	138,427	143,108	143,108	143,108	143,108	143,108	143,108	307,242	<b>1,651,113</b>	(25,961)
Purchased Services	669,621	31,139	30,910	27,304	51,338	56,125	70,470	63,278	63,278	64,278	68,478	62,278	97,329	<b>686,205</b>	16,584
Supplies and Materials	424,385	48,513	45,887	33,283	22,461	18,250	27,916	27,916	27,916	27,916	27,916	27,916	88,491	<b>424,385</b>	-
Other	154,621	4,274	112,905	6,143	3,927	5,567	2,932	2,932	2,932	3,332	2,932	2,932	3,035	<b>153,842</b>	(779)
Transfers	333,500	-	-	-	-	-	-	-	-	-	-	-	333,500	<b>333,500</b>	-
Contingency	340,192	-	-	-	-	-	-	-	-	-	-	-	-	-	(340,192)
<b>Total Expenditures</b>	<b>6,249,040</b>	<b>186,084</b>	<b>298,917</b>	<b>416,905</b>	<b>441,176</b>	<b>449,354</b>	<b>460,379</b>	<b>465,315</b>	<b>481,646</b>	<b>469,982</b>	<b>477,048</b>	<b>470,848</b>	<b>1,332,565</b>	<b>5,950,220</b>	<b>(298,820)</b>
<b>Ending Fund Balance</b>	<b>-</b>													<b>329,439</b>	<b>329,439</b>

December 2025 Board Report  
Ronda Gardner (Special Education Director TOSA)  
Special Education  
Blachly School District

1. Update on numbers of students receiving special education services
  - a. New eligibilities online and brick and mortar
  
2. Update of staff support for SPED services from other rural Districts
  
3. PASS program (Positive Approach to Student Success) update:
  - a. Number of students currently be supported
  - b. Progress report
  
4. Questions?

# Student Services Board Report

## Attendance

Since implementing our attendance initiatives in October, our average daily attendance has remained **above 90% for the majority of school days**. We have noticed a slight dip recently due to seasonal illnesses, but overall attendance trends remain strong and continue to exceed last year's averages.

## Conferences

Fall conferences were a **great success**. Students were highly engaged and did an excellent job presenting their **career cubes**, showcasing thoughtful planning and creativity. Families provided positive feedback about the quality of student work and the meaningful conversations during conferences.

## Veterans Day Assembly

Our Veterans Day assembly had a **wonderful turnout**. Community members and veterans expressed appreciation for the thoughtful program and student participation. We received strong feedback noting how respectful and well-organized the event was.

## High School Activities

High school students participated in a **door decorating competition** last week, showing strong school spirit and creativity. This activity helped promote community building and class pride.

## Fall Festival

The Fall Festival was a great success. **Thank you to the board** for attending and helping put on this event—your presence and support made a noticeable difference in the experience for families and students.

## Elementary Activities

Elementary students in grades **K–5 attended an OSU basketball game**, which was a major highlight for the students. They were especially excited to see the team score **67 points**, adding to an already memorable experience.

## **District Board Meeting: Triangle Lake Charter School Report**

### **December Meeting 2025**

- **November Canned Food Drive**
  - **A huge thank you to all of our staff, students and community members who contributed to this year's food drive. Your generosity makes a real difference, you are truly appreciated!**
    - **Class Winners**
      - **Elementary Winner: Ms. Emily's 3rd grade class with over 100 items donated!**
      - **Secondary Winner: Mr. Watson's junior class with over 100 items donated!**
  - **A special thank you to 4 Star Meat Co. for donating hams for our food boxes and to Tosha for donating stuffing. Your contributions helped make these boxes even more complete for TLCS families.**
  - **Another big shoutout to Ms. Gwen for organizing this amazing community event and to Kara & Dennis for delivering food boxes to TLCS families. We are so grateful for you!**
  
- **Blachly Lane Special Food Drive & TLCS Donation:**
  - **Just before Thanksgiving break Blachly Lane delivered food drive bags to support families Triangle Lake Charter School. These nonperishable food bags are provided to students experience food insecurities.**
  
- **Music Concerts**
  - **K-4 had their Winter Concert on December 4<sup>th</sup> at 7pm**
  - **5-12 Band Concert is on December 11<sup>th</sup> at 7pm**
  
- **Staff Professional Development:**
  - **December 12<sup>th</sup>**
    - **Lane Rural PD Sessions**
    - **Collaborative Problem Solving**
  
- **Upcoming Dates**
  - **Winter Break: December 23<sup>rd</sup> – January 3<sup>rd</sup>**
  - **End of Semester 1: January 30<sup>th</sup>**

# December 2025 District Board Meeting

## Superintendent Report - Ms. Bottensek

- **Food Services:**
  - **Fresh Fruit & Vegetable Program**
    - K-8, funded at 98% of a total grant rate for this school year.
    - 9-12 isn't covered by the grant if we receive grant funding the board will need to decide if they would like to fund the program for high school students.
  
- **PEEK Grant (Physical Education Teacher)**
  - Notified on November 24<sup>th</sup> we were awarded the grant for the biennium!
    - \$106,470 (over two years – teacher salary only)
  
- **Priscilla Gould Fund Early Literacy Grant (United Way)**
  - Notified on November 26<sup>th</sup> we were awarded the grant for this school year.
    - \$18,700
      - LETRS Training & associated sub costs
      - Supplement costs for Early Literacy Intervention Teacher
  
- **Professional Development:**
  - **COSA New Superintendent Academy**
    - Yearlong group
    - Monthly virtual meetings
    - 4 in-person learning sessions at conferences throughout the year.
  - **Administrator University Course**
    - ADMN 643 - Executive Leadership in Education
  - **Instructional Leadership Academy (CEL)**
    - Our next school learning walk is in January
  - **COSA Law Conference**
    - Attended the Law Conference in Eugene at the end of last week.
  
- **Lane County Rural District Professional Development Collaborative**
  - This partnership with:
    - Blachly
    - Crow-Applegate-Lorane

- Mapleton
- Marcola
- McKenzie
- Lane ESD.
- Our 3<sup>rd</sup> session of the year is Friday, December 12<sup>th</sup> at Lane ESD.
- **Upbeat Fall Survey**
  - Working with Sharon, Upbeat Leadership Coach
    - First meeting was over Thanksgiving break
    - Digging into data and action planning to work towards improving areas of opportunity identified in by the fall staff survey results.
- **State Budget Update**
  - December State Revenue Forecast presented to the Legislative Revenue Committees. The General Fund and Lottery Forecast was up about \$320 million from the September forecast.
    - There is still a state budget shortfall. The Legislature is forecasting other potential costs that have not been budgeted for (like HR 1 state implementation costs, keeping an ending balance for the state general fund, etc.) and a shortfall of around \$600 million.



## **Blachly School District Board Official Notice of Vacancy – Zone: At-Large**

Date: December 10, 2025

Notice is hereby given that a vacancy exists on the Blachly School District Board for **Zone: At-Large** due to the resignation of Director Tony Wynn, effective November 12, 2025.

The Board of Directors will hold interviews of each candidate during a Special Board Meeting scheduled for **March 11, 2026 at 5 pm**. The Board of Directors then intends to fill the vacancy by **appointment** at its Regular Board meeting scheduled for **March 11, 2026 at 6 pm**, to be held at **Triangle Lake Charter School Library**.

### **Eligibility Requirements:**

Applicants must meet the following criteria:

- Live within Blachly School District #90
- Be a registered voter
- Not be disqualified from holding civil office
- Must have been residents within the district for one year immediately preceding the appointment

### **Application Process:**

Interested and eligible individuals must submit a letter of interest to:

**Bri Simington, Board Secretary**  
20264 Blachly Grange Rd Blachly OR 97412  
bsimington@blachly.k12.or.us  
541.925.3262 ext. 102

**Deadline: Tuesday, March 10, 2026**

Applicant interest must be received no later than the deadline above.

**Note:** If no eligible applicants come forward by the March meeting the zone will remain vacant until an application is received and approved.

The appointed individual will serve the remainder of the unexpired term, which ends on **June 30, 2029**, or until the next regularly scheduled election, whichever occurs first.

For more information, including Zone boundary maps and descriptions, visit [blachly.k12.or.us/83052\\_2](http://blachly.k12.or.us/83052_2).

By Order of the Board,  
Bri Simington  
Board Secretary  
Blachly School District #90

*“A community is known by the schools it keeps”*



### Timeline for Filling Board Vacancy

Board Meeting / Date	Action
November 2025	Director Tony Wynn turns in his resignation, to be effective November 12, 2025
December 10, 2025 District Board Mtg	<ul style="list-style-type: none"><li>• The Board reviews the process and timeline for filling the vacant position</li><li>• The Board votes to approve the process and timeline</li></ul>
December 11, 2025	<ul style="list-style-type: none"><li>• Official notice of Vacancy and Timeline will be posted at the Blachly Post Office and on the District website</li></ul>
December 11, 2025 through March 10, 2025	<ul style="list-style-type: none"><li>• Letters of Interest (paper and email) will be received by the Board secretary and date-stamped<ul style="list-style-type: none"><li>• Eligible applicants must be legally registered voters and residents within the District for one year immediately preceding the appointment</li><li>• Applicants cannot be current Blachly School District staff members (this includes coaches &amp; subs)</li></ul></li><li>• The Board secretary will inform applicants of the Board's process as the letters of interest are received</li></ul>
March 10, 2025	Applications must be received by the Board Secretary to the Board of Directors by 5:00 PM on March 10, 2025
March 11, 2025 Special Board Meeting	<ul style="list-style-type: none"><li>• The Board will conduct interviews</li><li>• The Board will vote to select the candidate</li></ul>
March 11, 2025 Regular Board Meeting	The Board will appoint the new Board member and administer the oath of office

*"A community is known by the schools it keeps"*

BLACHLY  
SCHOOL  
DISTRICT 90



STRATEGIC  
PLAN  
2023-2028

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# SUPERINTENDENT'S MESSAGE

As a District we are so proud of the amazing school and community we have here in Blachly. Through the Blachly SD visioning process, it was obvious our school is the central point for our community. By most measures, we have one of the strongest school districts in the state. We believe that every student has their own path and can find success here at Triangle Lake Charter School.

In August of 2021, Blachly School District engaged our stakeholders around the development of our Graduate Profile. This process included several engagement sessions, surveys and focal group meetings where we discussed the key elements and skills we want Triangle Lake graduates to possess upon graduation.

A task force was assembled to synthesize and prioritize the feedback from our engagement sessions and information gathered with the goal of identifying the key elements and skills for our Portrait of a Graduate. This process and group were facilitated by Michelle Swanson and Theron Cosgrave, experienced educators and leaders who have led several school districts across the country in development of their districts Portrait of a Graduate. It was an inspiring process to listen to the hopes, dreams, and skills our community desires for our students.

The Portrait of a Graduate work led us to engage in the process of developing a Strategic Plan for our District. We utilized the same task force to synthesize and analyze data and feedback from multiple focal groups and stakeholder engagement sessions. Through this work, we identified key goals, outcomes, and activities that will move the district forward and align the Portrait of a Graduate with the District Strategic Plan.

This Strategic Plan is a living document. This plan is intended to be updated on an annual basis as the district strives to enhance teaching and learning. It also serves the vital necessity of strengthening the connection with our students and community. The Strategic Plan is the driving force behind future decisions made by the district as we work to execute our plan in supporting our students, staff, and school community.

Blachly School District and Triangle Lake Charter School thanks you for your ongoing support. It is only together that we will be able to fully accomplish our mission of success for all students and a school community that is dedicated to educational excellence, belonging, and future ready students.

Sincerely,

Adam Watkins, Superintendent



# WHO WE ARE

Blachly School District is located in the rural community of Triangle Lake. The District serves students from the local community, as well as neighboring communities through their Charter School programs. Blachly School District has a strong sense of community which leads to our students feeling known, seen, and supported academically, socially, and emotionally. Staff have authentic and meaningful connections with their students; these connections reinforce a sense of support, connectedness, and caring amongst our students and school community.

Blachly School District supports K-12 Triangle Lake Charter School. Triangle Lake Charter School (TLCS) serves 220 students for in-person learning in grades K-12. TLCS On-Line serves 210 students in grades K-12. Students attending TLCS in-person come from a variety of communities including Triangle Lake, Elmira, Veneta, Mapleton, Deadwood, Swisshome, Junction City and Monroe.

# WHAT WE BELIEVE

Blachly School District believes we can provide a hands-on real and relevant educational environment for our students while staying true to our small town and rural culture of caring and connectedness. We believe our students will need to see the big picture in our ever-changing world. They must be able to solve problems, relate well to others, and think creatively. Our staff genuinely care about our students and go above and beyond to help our students find their strengths and passions. We believe our students have the confidence and capacity to change the world. We believe every student has a unique future and can be successful. We are fortunate to live in a unique and special community that makes us stronger and vice versa.

# STRATEGIC PLANNING PROCESS

The Strategic Planning process was initiated at the October 19, 2022 Blachly School Board Meeting by Board Members and Adam Watkins, Superintendent. The process began by meeting with the Strategic Planning Task Force members. Members of the Task Force were thoughtfully selected to be representative of a diverse group of stakeholders including staff, students, parents, school board members, and community members.

Strategic Planning Task Force Members include:

**Viggo Beck** - TLCS High School Student  
**Brittany Bottensek** - Principal  
**Bobby Jo Brewster** - Parent and Community Member  
**Julie Brooks** - Parent and Community Member  
**Gwen Coons** - High School Certified Teacher  
**Jeff Eastburn** - Parent, School Board Member  
**Veronica Jensen** - High School Registered Teacher, Assistant  
**Jenisa Mather** - TLCS High School Student  
**Jodi O'Mara** - Consultant  
**Derek Pennel** - Parent, School Board Member  
**Kathleen Rodden-Nord** - Consultant  
**Bev Schiesser** - School Board Member  
**Bri Simington** - Executive Secretary, Parent  
**Katherine Tripp** - Assistant Principal, Special Education Director  
**Lisa Wagner** - High School Registered Teacher, Charter Board  
**Adam Watkins** - Superintendent  
**Paige Wynn** - Elementary Certified Teacher

The district hosted focus group meetings for parents/community members, staff, and students. Thirty-five stakeholders, in addition to every board member, participated in either a virtual or in-person focus group meeting. There were six different focus group meetings, three virtual meetings, and three in-person meetings. For those not

able to participate in a focus group meeting, a district/community survey was provided both online and on paper. Forty-three students, staff, parents, and community members completed the survey.

Data collected was presented to the Task Force and School Board in a Key Findings Document which included focus group findings, survey results, and a review of additional data collected. The Key Findings highlighted district strengths and challenges facing the district, as well as suggested improvements. After the Key-Findings were identified from the data collected, the team, various members of the staff, and the consultants started developing individual components of the report.



# DISTRICT CORE VALUES

Core values support the ethics and ideals of an organization that form the foundation of its culture. The three core values listed below were developed after collaboration with the Strategic Planning Task Force, review of the Key Findings, and in alignment with the District Integrated Guidance Plan.

## ★ **Career, College, and Future Ready Students**

*Create a culture of career and college readiness that increases opportunities to ensure academic excellence for all.*

## ★ **Safe and Inclusive Environment**

*Create a learning environment where students feel safe and supported educationally, emotionally, socially, and mentally.*

## ★ **Culture of Belonging and Engagement**

*Create a culture of belonging that is inclusive of diverse staff, learners, and all students allowing families and the community to feel welcome and a part of the school environment.*

Over the five-year implementation of this plan, the Board and their constituents will be tasked with ensuring the District Vision and Mission align with the core values.



# DISTRICT MISSION & VISION

The Blachly School District's mission statement identifies the purpose, indicates why it exists, and why it was originally founded. It is intended to clearly communicate what has heart and meaning in the District in one brief statement. The statement is more about what the District wants to be known for as opposed to providing a detailed road map for the mission execution.

***The mission of the Blachly School Board of Education is to pursue educational excellence and enhance individual learning through information technology, natural resources, and health and fitness.***

The Blachly School District's vision was created and designed to capture the District's intended culture in a few carefully selected words. The purpose of the vision is to inspire, energize, motivate, and support all facets of the Blachly School District.

***COMPASSION ~ INTEGRITY ~  
INGENUITY ~ COLLABORATION***



# STRATEGIC GOALS, STRATEGIES & MEASURES

## STRATEGIC GOALS:

Blachly School District's Strategic Goals are a roadmap for achievement of the vision over the next five (2023-2028) school years. The Strategic Planning Task Force recognized that if this plan is to be successful, the goals must be challenging but reachable. Goal development was a lengthy and important process. As a small school district, it is important to be mindful of the number of different initiatives being implemented in relation to the number of staff tasked with implementing the initiatives. The Task Force limited the number of goals to three in alignment with the Integrated Guidance Plan that supports six Oregon Department of Education Initiatives: High School Success, Student Investment Account, Continuous Improvement Planning, Career and Technical Education, Every Day Matters, Early Indicator and Intervention Systems.

Goals are written as broad, long-term outcomes that are reasonable to achieve with a time frame and available resources. Several objectives are developed within each of the three goals. These objectives are specific and break down the goals into more explicit directions by providing quantitative measurements. Within each objective are the specific strategies the district will complete to meet the objectives and goals.



***GOAL 1: All Blachly School District Students will graduate prepared for Career, College, and their Future.***

**Objective 1a:** Blachly School District will provide curricular offerings that include CTE/Trade courses, College Credit/AP courses, courses focused on adulting/post-graduation skills, and provide expanded elective opportunities.

<b><i>Strategies</i></b>	<b><i>Timeline</i></b>
Develop a Teacher Endorsement/Staff Licensure chart to align with course offerings <ul style="list-style-type: none"> <li>Assess staff course interest based on licensure and endorsements</li> </ul>	Finalized prior to forecasting each school year
Assess student interest in course offerings available to MS/HS prospective students.	Completed by April 1 of each calendar year
Create a yearly course catalog of offerings for each grade level 6-12 <ul style="list-style-type: none"> <li>Develop a Middle School Elective Wheel</li> </ul> <i>Provides a 'sample' of electives offered in HS for MS students to explore</i>	Finalized prior to forecasting each school year
Analyze structure of MS and HS schedule and compare to other small, rural school districts to ensure effective scheduling <ul style="list-style-type: none"> <li>With a focus on elective scheduling</li> </ul>	Completed every year prior to developing instructional schedule for the following school year
Ensure CTE course offerings are aligned to ODE curriculum and standards.	Must be completed prior to adding new CTE courses
Partner with Lane ESD CTE advisory committee.	Completed by the end of the 2023-2024 school year and continuing each school year

**Measures of Success for Goal 1, Objective 1a include but are not limited to:**

- *Culture of Belonging survey given to staff at the end of each school year to include questions regarding course offerings.*
- *Culture of Belonging survey provided to grade 6-12 students via discussion protocol at the end of each school year to include questions regarding course offerings.*
- *Analyze course offerings and compare to previous school years to ensure continued offerings of advanced courses (college credit/AP), CTE/Trades courses, and expanded number of elective courses.*

**Objective 1b:** Blachly School District will explore developing a District Early Learning program for PreK students.

<b><i>Strategies</i></b>	<b><i>Timeline</i></b>
<p>Research viability of providing an onsite Preschool for community and staff</p> <ul style="list-style-type: none"> <li>• Create a preschool committee consisting of primary teachers, administration, and community members to research preschool option</li> <li>• Include opportunity to partner with Preschool Promise and KIT's as well as grant opportunities available for funding.</li> </ul>	<p>Research to begin in the 2023-2024 school year</p> <p>Final implementation in the 2025-2026 school year (if deemed appropriate)</p>

**Measures of Success for Goal 1, Objective 1b include but are not limited to:**

- *Development of preschool committee with quarterly reports to the Superintendent on progress beginning in the 2023-2024 school year.*



**Objective 1c:** Blachly School District teaching staff will implement AVID (Advancement Via Individual Determination) instructional teaching strategies K-12.

<b>Strategies</b>	<b>Timeline</b>
<p>Provide Professional Development to all instructional staff in AVID &amp; WICOR strategies by creating a timeline for AVID PD training K-5 and 6-12.</p> <ul style="list-style-type: none"> <li>• Conduct site visits to National Demonstration Schools</li> </ul>	<p>PD timeline created by the beginning of the 2023-2024 school year.</p> <p>Initial PD completed by the beginning of the 2024-2025 school year with ongoing PD provided annually through the 2026-2027 school year.</p>
<p>Increase the use of AVID WICOR (<i>Writing, Inquiry, Collaboration, Organization, Reading</i>) instructional strategies in K-12.</p> <ul style="list-style-type: none"> <li>• Create a timeline for implementation K-5 and 6-12.</li> </ul>	<p>Timeline for implementation K-5 and 6-12 created by the beginning of the 2023-2024 school year.</p> <p>Implementation of AVID WICOR instructional strategies in all K-12 classrooms by the beginning of the 2024-2025 school year.</p>

**Measures of Success for Goal 1, Objective 1c include but are not limited to:**

- *Documentation of professional development and implementation timelines.*
- *Classroom observations/Learning Walks to ensure and support implementation.*
- *Culture of Belonging survey given to staff at the end of each school year to include questions regarding AVID implementation.*

- *Culture of Belonging survey provided to all students via discussion protocol at the end of each school year to include questions regarding AVID implementation.*

**Objective 1d:** Blachly School District will provide opportunities for students to participate in extra-curricular, co-curricular, and academic support opportunities for grades K-12 both during and after school.

<b>Strategies</b>	<b>Timeline</b>
Develop a Student Support Team (SST) at K-5 and 6-12 level.	The Student Support Team (SST) created by the end of the 2023-2024 school year.
Develop an SST Referral protocol, in collaboration with teachers, to identify students in need of academic, behavioral, emotional, or social interventions. <ul style="list-style-type: none"> <li>• Provide training for staff on the referral protocol</li> </ul>	SST Referral protocol implemented by the end of the 2023-2024 school year. <ul style="list-style-type: none"> <li>• All staff trained in SST Referral protocol</li> </ul>
Develop after school co-curricular and club opportunities for students in grades 6-12. <ul style="list-style-type: none"> <li>• Assess staff availability, including use of community volunteers</li> <li>• Assess budget needs</li> <li>• Create the structure               <ul style="list-style-type: none"> <li>○ Communication</li> <li>○ Staffing</li> <li>○ Transportation</li> <li>○ Academic support</li> <li>○ Enrichment opportunities</li> </ul> </li> </ul>	Completed and implemented at the start of the 2023-2024 school year.

<p>Embed co-curricular opportunities for students in grades 6-12 within the school day.</p> <ul style="list-style-type: none"> <li>● Assess staff availability, including use of community volunteers</li> <li>● Assess available times within the school day schedule</li> <li>● Assess budget needs</li> <li>● Create the structure <ul style="list-style-type: none"> <li>○ Communication</li> <li>○ Staffing</li> <li>○ Academic support</li> <li>○ Enrichment opportunities</li> </ul> </li> </ul>	<p>Completed and implemented at the start of the 2023-2024 school year.</p>
<p>Develop after school co-curricular and club opportunities for students in grades K-5.</p> <ul style="list-style-type: none"> <li>● Assess staff availability, including use of community volunteers</li> <li>● Assess budget needs</li> <li>● Create the structure <ul style="list-style-type: none"> <li>○ Communication</li> <li>○ Staffing</li> <li>○ Transportation</li> <li>○ Academic support</li> <li>○ Enrichment opportunities</li> </ul> </li> </ul>	<p>Completed and implemented at the start of the 2024-2025 school year.</p>
<p>Embed co-curricular opportunities for students in grades K-5 within the school day.</p> <ul style="list-style-type: none"> <li>● Assess staff availability, including use of community volunteers</li> <li>● Assess available times within the school day schedule</li> <li>● Assess budget needs</li> <li>● Create the structure <ul style="list-style-type: none"> <li>○ Communication</li> <li>○ Staffing</li> <li>○ Academic support</li> <li>○ Enrichment opportunities</li> </ul> </li> </ul>	<p>Completed and implemented at the start of the 2024-2025 school year.</p>

**Measures of Success for Goal 1, Objective 1d include but are not limited to:**

- *Schedule provided for 6-12 implementation.*
- *Schedule provided for K-5 implementation.*
- *Culture of Belonging survey given to staff at the end of each school year to include questions regarding opportunities for students to participate in extra and co-curricular activities and clubs.*
- *Culture of Belonging survey provided to all students via discussion protocol at the end of each school year to include questions regarding opportunities for students to participate in extra and co-curricular activities and clubs.*
- *Student Support Team meeting schedule, agenda, and documentation of referral protocol in place.*

**Objective 1e:** Blachly will utilize partnerships with community and industry leaders to provide career-connected learning opportunities for students to explore career options.

<b><i>Strategies</i></b>	<b><i>Timeline</i></b>
Partner with Connected Lane County including: <ul style="list-style-type: none"> <li>• <u>Elevate Lane County</u> creates career-connected learning opportunities for youth.</li> <li>• <u>Spark Lane County</u> brings community, education, and industry together through innovation, education, and hands-on learning.</li> </ul>	Implementation for 6-12 grades at the start of the 2023-2024 school year.  Implementation for K-5 grades, as appropriate, at the start of the 2024-2025 school year.
Partner with neighboring school districts' college and career centers to provide opportunities for high school students	Implementation at the start of the 2023-2024 school year.

**Measures of Success for Goal 1, Objective 1e include but are not limited to:**

- *Documentation of partnership and scheduled engagement opportunities for students through Connected Lane County.*

- Culture of Belonging Survey given to staff at the end of each school year to include questions regarding participation in Connected Lane County activities.
- Culture of Belonging survey provided to all students via discussion protocol at the end of each school year to include questions regarding participation in Connected Lane County activities.
- Documentation of opportunities provided to Blachly School District high school students in partnership with other school districts' college and career centers.

**GOAL 2: Blachly School District will create a learning environment where students feel safe and supported educationally, emotionally, socially, and mentally.**

**Objective 2a:** Blachly School District will provide Social Emotional Literacy (SEL) support for students in grades K-12.

<b>Strategies</b>	<b>Timeline</b>
Analyze available SEL programs that can be embedded within the classroom setting, not as a stand-alone program.	Completed by the end of the 2023-2024 school year.



<p>Provide ongoing professional development to all staff on supporting students' social emotional needs.</p> <ul style="list-style-type: none"> <li>Partner with Lane ESD for Social Emotional Literacy training to include class meetings and ways to engage counselors in supporting students both individually and in small group settings.</li> </ul>	<p>PD timeline created by the start of the 2023-2024 school year. Social emotional literacy professional development should be continual through the 2024-2025 and 2025-2026 school years.</p> <p>Implementation of social emotional literacy strategies to begin in the 2023-2024 school year with full implementation of agreed upon strategies by the start of the 2025-2026 school year.</p>
<p>Develop a Student Support Team (SST) at K-5 and 6-12 level.</p>	<p>The Student Support Team (SST) created by the end of the 2023-2024 school year.</p>
<p>Develop an SST Referral protocol, in collaboration with teachers, to identify students in need of academic, behavioral, emotional, or social interventions.</p> <ul style="list-style-type: none"> <li>Provide training for staff on the referral protocol</li> </ul>	<p>SST referral protocol implemented by the end of the 2023-2024 school year.</p> <ul style="list-style-type: none"> <li>All staff trained in SST Referral protocol</li> </ul>

**Measures of Success for Goal 2, Objective 2a include but are not limited to:**

- Documentation of partnership and scheduled professional development with Lane ESD Social Emotional Literacy staff.*
- Documentation of professional development schedule and implementation timelines.*
- Classroom observation of social emotional literacy strategies implemented.*

- Culture of Belonging Survey given to staff at the end of each school year to include questions regarding social emotional literacy and counseling support provided.
- Culture of Belonging survey provided to all students via discussion protocol at the end of each school year to include questions regarding social emotional literacy and counseling support provided.
- Student Support Team meeting schedule, agenda and documentation of referral protocol in place.
- Yearly reflection by counseling staff, teachers and administration on effectiveness of the programs of support offered.

**Objective 2b:** Blachly School District will increase student engagement in their own learning opportunities, improve school-wide attendance rate by 3% with a stretch goal of 5%, and reduce tardy referrals by 3% with a stretch goal of 5% each school year through the 2027-2028 school year.

<b>Strategies</b>	<b>Timeline</b>
Develop a Student Support Team (SST) at K-5 and 6-12 level.	The Student Support Team (SST) created by the end of the 2023-2024 school year.
Develop an SST Referral protocol, in collaboration with teachers, to identify students in need of academic, behavioral, emotional, or social interventions. <ul style="list-style-type: none"> <li>• Provide training for staff on the referral protocol.</li> </ul>	SST Referral protocol in place by the end of the 2023-2024 school year. <ul style="list-style-type: none"> <li>• All staff trained in SST Referral protocol</li> </ul>



<p>Identify attendance interventions to support regular attendance (at a rate of 92% or higher) for grades 6-12.</p> <ul style="list-style-type: none"> <li>• Communication strategies with student and parent</li> <li>• Structure of incentives and support for identified students/families</li> <li>• Counselor check in routine for chronically absent students</li> </ul>	<p>Attendance interventions identified and implemented at the start of the 2023-2024 school year.</p>
<p>Identify attendance interventions to support regular attendance (at a rate of 92% or higher) for grades K-5.</p> <ul style="list-style-type: none"> <li>• Communication strategies with student and parent</li> <li>• Structure of incentives and support for identified students/families</li> <li>• Counselor check in routine for chronically absent students</li> </ul>	<p>Attendance interventions identified and implemented at the start of the 2023-2024 school year.</p>



<p>Increase student voice opportunities to improve student engagement in learning:</p> <ul style="list-style-type: none"> <li>• Student Council voice regarding incentive opportunities and supports</li> <li>• Student Advisory group meeting with Superintendent monthly.</li> <li>• Student Representative on School Board</li> <li>• Survey students twice a year using a research based student survey tool</li> </ul>	<p>Quarterly input to SST on attendance intervention opportunities</p> <p>Student Advisory group identified and meeting schedule developed by October 1 of the current school year.</p> <p>School Board Student Representative elected/ chosen by September 1st of the current school year.</p> <p>Survey tool utilized twice a year and results analyzed by Administration, Student Advisory Group and Student Support Team.</p>
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**Measures of Success for Goal 2, Objective 2b include but are not limited to:**

- *Culture of Belonging survey given to staff at the end of each school year to assess student engagement at school.*
- *Culture of Belonging survey provided to all students via discussion protocol at the end of each school year to assess student engagement at school.*
- *Analyze school-wide attendance % each year to determine effectiveness of strategies.*
- *Analyze school-wide tardy referrals each year to determine effectiveness of strategies.*
- *Student Support Team meeting schedule, agenda, and documentation of referral protocol in place.*
- *Student Voice opportunities documented by meeting schedule, agenda, and survey provided twice a year.*
- *Student Survey tool utilized and analyzed.*

**Objective 2c:** Blachly School District will implement Positive Behavior Intervention Supports (PBIS) district-wide and reduce discipline referrals by 3% with a stretch goal of 5% as compared to the previous school year.

<b>Strategies</b>	<b>Timeline</b>
<p>Develop PBIS Committee at K-5 and 6-12 level.</p> <ul style="list-style-type: none"> <li>• Develop consistent behavioral expectations at K-5 &amp; 6-12 levels</li> <li>• Develop Tiered Interventions to support student behavior</li> </ul>	<p>PBIS Committee created at the beginning of the 2023-2024 school year.</p> <p>Expectations developed and implemented by January 2024</p> <p>Tiered Interventions implemented by beginning of 2024-2025 school year</p>
<p>Provide Professional Development to all staff on PBIS and behavior intervention strategies.</p>	<p>PD timeline created by the start of the 2023-2024 school year. PBIS professional development should be continual through the 2024-2025 and 2025-2026 school years.</p>

**Measures of Success for Goal 2, Objective 2c include but are not limited to:**

- *Creation of PBIS Committee and documentation of meetings.*
- *Implementation of consistent behavioral expectations K-5 & 6-12.*
- *Documentation of tiered interventions of support and yearly evaluation of discipline data.*
- *Documentation of professional development schedule.*
- *Culture of Belonging Survey given to staff at the end of each school year to determine effectiveness of PBIS program.*
- *Culture of Belonging survey provided to all students via discussion protocol at the end of each school year to determine effectiveness of PBIS program.*

**GOAL 3: Blachly School District will create a culture of belonging that is inclusive of diverse staff, learners, and all students allowing families and the community to feel welcome and a part of the school environment.**

**Objective 3a:** Blachly School District will provide lines of communication to students, staff, families, and the community about district activities, plans, and achievement.

<b>Strategies</b>	<b>Timeline</b>
Provide communication to parents and families on how to access school and individual student information.	Communication to families quarterly beginning with the 2023-2024 school year.
Expand use of Parent Square to include students and staff.	Completed by the beginning of the 2023-2024 school year.
Upgrade School District website to include: <ul style="list-style-type: none"> <li>● Easier access to school event calendar</li> <li>● Volunteer opportunities</li> <li>● Posted parent notices</li> <li>● Club and extra-curricular opportunities for students and community</li> <li>● School announcements, upcoming events and “Week at a Glance”</li> </ul>	Completed by the beginning of the 2023-2024 school year.
Identify a district website manager to ensure website information is up to date.	Completed by the beginning of the 2023-2024 school year. Website information continually updated.

Create a quarterly District Newsletter to be provided to students, staff, parents, and community members.	Provide printed and online versions (posted on district website) quarterly.
Purchase, place, and maintain a district reader board.	Completed by the end of the 2024-2025 school year.
Create 4 opportunities each school year, outside of co-curricular and extra-curricular events, for community members to participate in: student project showcases, performances, bingo, movie nights, etc.	Beginning in the 2023-2024 school year, one community event scheduled each quarter and communicated to students, parents, staff and community members.

**Measures of Success for Goal 3, Objective 3a include but are not limited to:**

- *Increased use of Parent Square as compared to prior school year, including addition of student and staff availability.*
- *Completion of upgraded District Websites.*
- *Continual updates to the school website.*
- *Additional community events scheduled quarterly and communicated to students, staff, parents, and community.*
- *District Newsletter developed and provided to students, staff, parents, and community quarterly.*
- *Culture of Belonging Survey given to staff at the end of each school year to include questions about communication.*
- *Culture of Belonging survey provided to all students via discussion protocol at the end of each school year to include questions about communication.*



**Objective 3b:** Blachly School District will provide opportunities for the community and parents to volunteer throughout the school year.

<b>Strategies</b>	<b>Timeline</b>
Identify a volunteer coordinator in charge of: <ul style="list-style-type: none"> <li>• Coordinating volunteer opportunities for community, parents, and students</li> <li>• Posting volunteer opportunities monthly on the district website and quarterly in the district newsletter</li> </ul>	Completed by the beginning of the 2023-2024 school year.

**Measures of Success for Goal 3, Objective 3b include but are not limited to:**

- *Volunteer Coordinator identified.*
- *Volunteer opportunities posted monthly on the District Website and included in the quarterly District Newsletter*
- *Survey volunteers yearly to determine effectiveness of communication and availability of volunteer opportunities.*

**Objective 3c:** Blachly School District will offer quarterly opportunities for online and in-person students to engage with each other

<b>Strategies</b>	<b>Timeline</b>
Engage MS/HS Student Council to plan activities that include both online and in-person students <ul style="list-style-type: none"> <li>• Pen Pals</li> <li>• Online/Zoom opportunities to join in person classes for special events</li> <li>• Shared field trips</li> <li>• School-wide activities/events</li> </ul>	Quarterly activities planned at the MS/HS level starting in the 2023-2024 school year.

<p>Engage K-5 online students with in-person students:</p> <ul style="list-style-type: none"><li>● Pen Pals</li><li>● Online/Zoom opportunities to join in person classes for special events</li><li>● Shared field trips</li><li>● School-wide activities/events</li></ul>	<p>Starting in the 2023-2024 school year.</p>
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**Measures of Success for Goal 3, Objective 3c include but are not limited to:**

- *Schedule of activities planned at MS/HS and K-5 level*
- *Analyze the number of students attending planned events/activities yearly.*
- *Culture of Belonging Survey given to staff at the end of each school year to include questions about success of combined activities.*
- *Culture of Belonging survey provided to all online & in-person students via discussion protocol at the end of each school year to include questions about success of combined activities.*



# DISTRICT - LEVEL MEASURES OF SUCCESS

In addition to the Measures of Success listed for each objective, District Academic Success Indicators from the Oregon Department of Education Accountability Detail Report can be used to measure district level success towards meeting the goals and objectives in the Strategic Plan.

Academic Success Indicators include but are not limited to:

- Regular Attenders Rate
- English Language Arts Achievement at grades 3-8 and 11
- Math Achievement at grades 3-8 and 11
- Measures of Academic Progress (MAPs) at grades K-11
- 9th grade On Track
- 4-year Graduation Rate
- 5-year Completion Rate

It is recommended that the Strategic Planning Committee review district level measures annually prior to revising the Strategic Plan. The review should include a formal report presented annually to the School Board regarding the progress towards implementation of the Strategic Plan.

*It is recommended the district use Academic Success Indicators from 2022-2023 school year as a baseline.*



# IMPLEMENTATION & ACCOUNTABILITY

Accountability measures must be put in place to ensure fidelity in implementation and steady progress. During the implementation process it is essential to monitor the success and challenges of the objectives, strategies, timelines, and measures. From time to time (annually at a minimum) it will be necessary to revise, update, and improve this plan. It is important to acknowledge that this plan is a living, breathing document that should be adjusted and updated along with the changing climate, culture, and needs of the district, schools, staff, and community.

District leadership are responsible for collecting and analyzing data to measure progress towards meeting the objectives and completing the strategies set forth in this plan. The District School Board should receive periodic progress reports, both formal and informal, for each of the goals and objectives.



# STATE OF OREGON GRANT AGREEMENT

## “Student Success Act – Student Investment Account”

Grant No. **39159**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Blachly SD 90** (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

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

In accordance with ORS 327.185, Student Investment Account grants may be awarded to eligible applicants: school districts, eligible charter schools, Youth Corrections Education Programs (YCEP), and Juvenile Detention Education Programs (JDEP).

### SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students’ mental and behavioral health needs, increase academic achievement, and reduce academic disparities for student populations identified in ORS 327.180(2)(b). These populations include , but are not limited to, economically disadvantaged students, students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, students who are homeless, and students who are foster children, and any other student groups that have historically experienced academic disparities, as determined by the State Board of Education by rule.

### 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, 2025 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2027.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Torrie Higgins  
 Office of Education Innovation & Improvement  
 255 Capitol St NE  
 Salem, OR 97310-0203  
 Torrie.higgins@ode.oregon.gov

### 4.2 Grantee’s Grant Manager is:

Brittany Bottsensek  
 20264 Blachly Grange Rd  
 Blachly, OR 97412  
 bbottsensek@blachly.k12.or.us

### 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 the Grantee the following amounts (“Grant Funds”): the full 2025-27 biennial allocation and a projected Quarter 1 disbursement for the 2027-29 biennium.

Grant Period	Performance Period	Amount
<b>2025-27 Total Biennial Allocation (TBA)</b>	July 1, 2025 – June 30, 2027	<b>\$844,815.33</b>
Less: 2025–27 Q1 projected amount made available under Agreement number 34333 (the “Prior Grant Agreement.”)	July 1, 2025 – June 30, 2027	<b>(\$109,947.30)</b>
<b>2025-26 Year 1 – Allocation - CURRENT</b>	July 1, 2025 – June 30, 2027	<b>\$304,012.21</b>
<b>2026-27 Year 2 – Allocation – RESERVED (not yet released)</b>	July 1, 2025 – June 30, 2027	<b>\$430,855.82</b>
<b>2027-29 Quarter 1 projected (2027-29 Q1)</b>	July 1, 2027 – September 30, 2027	<b>\$110,590.15</b>
<b>Total Grant Funds ( 2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)</b>		<b>\$845,458.18</b>

**The line items provided in the table above have the following meanings:**

1. **TBA** equals the total final allocation for 2025 -27 based on the final approved budget.
2. **2025–27 Q1** amount reflects the portion of the 2025-27 biennium projected and made available under the Prior Grant Agreement.
3. **2025–26 Year 1 Allocation - CURRENT** represents the portion of the 2025-27 TBA remaining after subtracting the amount already made available under the Prior Grant Agreement. These funds are authorized for disbursement during year 1 of the biennium.
4. **2026–27 Year 2 Allocation - RESERVED** represents the portion of the 2025-27 TBA that is identified for Year 2 but not yet released. Disbursement of this amount is contingent upon written authorization from Agency confirming funds are available for release.
5. **2027-29 Quarter 1** is a projection and will be disbursed subject to the provisions in Exhibit A. The terms and conditions of this Grant apply to the use of these funds. While this allocation is administered under this Grant, its period of performance under this Grant will roll into the full 2027–29 biennial period of performance under the subsequent grant agreement.
6. **Total Grant Funds** include both the current biennium allocation and the projected 2027-29 Q1 amount.

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 and a reduction in disbursements to Grantee under this Grant.

## **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 eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon;
  - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (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 indirect 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. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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: Michelle Choate  
Contracting Officer

11/04/2025  
Date

### Blachly SD 90

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: AAG Devon Thorson  
Assistant Attorney General

11/04/2025  
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 established the Student Investment Account (SIA) to provide Oregon school districts, eligible charter schools, YCEP, and JDEP with access to non-competitive grant funds. Each SIA applicant is required to collaborate with educators, students, families, and their community to develop a plan that outlines priorities and activities aligned to the allowable uses defined in law.

The SIA grants are designed to achieve two primary purposes:

- 1) Meeting students’ mental and 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.

Achievement of these purposes will be measured through Progress Markers and, for larger districts, Longitudinal Performance Growth Targets (LPGTs), forming the basis for the activities, outcomes and reporting requirements described in the following sections of this Exhibit.

## SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B. Definitions are derived from the Act, applicable administrative rules, and the Guidance for Eligible Applicants issued by the Agency.

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

**“Allowable Project Costs”** 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, students who are 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 Programs”** means the integration of the following nine programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), Early Indicators Intervention Systems (EIS), Early Literacy School District Success Grants, Federal School Improvement (FSI) and Career Connected Learning. Together operationally, integrating these programs creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, Agency developed an Integrated Programs 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. This work is informed through Integrated Guidance.

**“Integrated Plan”** means the Grantee’s approved biennial 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 Integrated 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”** are optional metrics established in addition to the 5 common metrics that are designed to allow grantees to monitor progress connected to their outcomes.

**“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 as a part of the Integrated Programs and Guidance that identify the kinds of changes the Agency expects to see in policies, practices and approaches that lead to Grantees reaching established 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 Project Costs that implement Grantee’s approved Integrated Plan during the Performance Period, in accordance with the allowable uses and activities described in the Act and as further detailed in the “Allowable Use of Grant Funds” section below.

### Allowable Use of Grant Funds

Grantee must use the Grant Funds only for:

1. Increasing instructional time, which may include:
  - More hours or days of instructional time;
  - Summer programs;
  - Before-school or after-school programs; or
  - Technological investments that minimize class time used for student assessments.
2. Addressing students’ health or safety needs, which may include:
  - Social-emotional learning and development;
  - Student mental and behavioral health;
  - Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school;
  - Student health and wellness;
  - Trauma-informed practices;
  - School health professionals and assistants;
  - Facility improvements directly related to improving student health or safety.
3. 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.
4. Expanding availability of and student participation in well-rounded learning experiences, which may include:
  - Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade;
  - Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers;
  - Broadened curricular options at all grade levels, including access to:
    - Art, music, and physical education classes;
    - Science, technology, engineering, and mathematics (STEM) education;
    - Career and technical education, including career and technical student organization programs;

- Electives that are engaging to students;
- Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs;
- Dropout prevention programs and transition supports;
- Life skills classes;
- Talented and gifted programs;
- Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or \$500,000 annually, whichever is less, of Grantee’s total expenditures. Administrative costs may include ongoing community engagement and costs associated with the administration of the grant.

**SECTION IV – REPORTING REQUIREMENTS**

Grantee must submit financial and performance progress reports for each fiscal year of the biennium, using templates provided by the Agency, according to the schedule below.

<b>Reporting Period</b>	<b>Due Date</b>	<b>Deliverable</b>
July 1 – September 30	<b>November 15</b>	Submit financial and performance progress report.
October 1 – December 31	<b>February 15</b>	Submit financial and performance progress report. Include board minutes showing the Financial Audit was presented at an open meeting with opportunity for public comment (not consent agenda) (ORS 327.201(1)(b)(B)).
January 1 – June 30	<b>August 15</b>	Submit financial report of expenditures AND Annual Report (narrative responses). The Annual Report must be presented to the governing board at an open meeting, with an opportunity for public comment (not on a consent agenda). Board minutes documenting the presentation must be submitted alongside the Annual Report. Grantee must post the Annual Report on its website and make it available at the main office, in accordance with ORS 327.201(1)(b)(A)-(B).

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

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

The Agency will monitor and evaluate Grantee’s progress toward Progress Markers and LPGTs described in Exhibit B, in accordance with ODE guidance and the monitoring provisions of this Grant.

**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. If Grantee does not use the Grant Funds for Allowable Project Costs, the Agency may exercise the remedies provided in Section 16 or 17 of this Grant, including, without limitation, deducting amounts from future disbursements of Grant Funds.

Each grant recipient must conduct a performance review at least once every four years in accordance with standards adopted in board rule (OAR 581-014-0013) to ensure accountability and continuous improvement of SIA-funded activities.

**SECTION V – DISBURSEMENT**  
**Disbursement of Grant Funds**

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

<b>Quarter</b>	<b>Disbursement Date</b>	<b>Quarterly Disbursement Amount/%</b>
<b>Q1</b>	<b>July 1, 2025</b>	<b>Variable projection (made available under prior agreement; may differ from the projected 12.5%)</b>
<b>Q2</b>	<b>October 1, 2025</b>	<b>True-Up / Adjustment to reconcile Q1 difference (ensures Q1 + Q2 equals 25% of TBA)</b>
<b>Q3</b>	<b>January 1, 2026</b>	<b>12.5%</b>
<b>Q4</b>	<b>April 1, 2026</b>	<b>12.5%</b>
<b>Q5</b>	<b>July 1, 2026</b>	<b>12.5%</b>
<b>Q6</b>	<b>October 1, 2026</b>	<b>12.5%</b>
<b>Q7</b>	<b>January 1, 2027</b>	<b>12.5%</b>
<b>Q8</b>	<b>April 1, 2027</b>	<b>12.5%</b>
<b>2027-29 Q1</b>	<b>July 1, 2027</b>	<b>12.5% (Projected) of 2027–29 Biennium</b>

**Disbursements outlined in the table above are subject to the following:**

1. If this Grant is not fully executed by October 1, the Agency will disburse the Grant Funds due for disbursement within 30 days of the Execution Date.
2. Disbursements will be made as advance payments, not reimbursements.
3. Q3 – Q8 disbursements are 12.5% of the TBA, plus any unclaimed amounts from the prior quarter disbursements.
4. Grantees are encouraged to draw down funds according to the schedule. **All funds for 2025-27 Q1 – Q8 must be drawn down and expended by June 30<sup>th</sup>, 2027.**
5. Any 2025-27 Grant Funds that are not expended by the Grantee by June 30, 2027 must be returned to Agency for deposit in the Student Investment Account.
6. Any 2027-29 Q1 Grant Funds that are not expended by the Grantee by June 30, 2029, must be returned to the Agency for deposit in the Student Investment Account.

**Allocation and Projections**

1. By April 30, 2027, Grantee shall submit to the Agency an Integrated Plan and Budget for subsequent biennium (2027-29). This Integrated Plan and Budget must describe how Grantee will utilize the Grant Funds allocated for 2027-29 Q1.
2. The amount of Grant Funds allocated for 2027-29 Q1 is based on projections for the continued implementation and sustainability of the approved Integrated Plan, anticipating ongoing efforts to achieve the established Progress Markers. These funds are intended to support continued activities and initiatives, ensuring continuity in programmatic efforts aimed at achieving the specified objectives.
3. The amount of Grant Funds allocated above for 2027-29 Q1 will be considered in determining the subsequent Q1 allocation in the next biennium (July 1, 2027 – June 30, 2029). Any differences between projected and actual Q1 disbursements will be reconciled in the Q2 disbursement to balance total funding across the biennium.
4. The utilization of 2027-29 Q1 funds allocated under this Agreement will be documented in the subsequent grant agreement, if executed, covering the 2027 – 2029 biennium.

## EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK BLACHLY SD 90

### SECTION I – PROGRESS MARKERS FOR 2025-2027 BIENNIUM

The Progress Markers outlined in this Exhibit B provide a framework for measuring the outcomes and activities described in Exhibit A. They support a developmental approach to evaluation, focusing on the types of changes that result from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly and annual reports. The fifteen Progress Markers below are organized into three categories: A ‘Start to See,’ B ‘Gaining Traction,’ and C ‘Profound Progress,’ representing advancement from early signs of progress to substantial and transformational changes.

- 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, in alignment with ODE guidance on target-setting and reporting practices.

Target Type	2025-26	2026-27	2027-28
<b>Four Year Cohort Graduation</b>			
<b>Baseline Target: All Students</b>	<b>93.0%</b>	<b>&gt;95%</b>	<b>&gt;95%</b>
<b>Stretch Target: All Students</b>	<b>&gt;95%</b>	<b>&gt;95%</b>	<b>&gt;95%</b>
<b>Gap-Closing Target: All Focal Group Students</b>			
<b>Five Year Cohort Completion</b>			
<b>Baseline Target: All Students</b>	<b>94.0%</b>	<b>&gt;95%</b>	<b>&gt;95%</b>
<b>Stretch Target: All Students</b>	<b>&gt;95%</b>	<b>&gt;95%</b>	<b>&gt;95%</b>
<b>Gap-Closing Target: All Focal Group Students</b>			
<b>9th Grade on-Track</b>			
<b>Baseline Target: All Students</b>	<b>80.0%</b>	<b>82.5%</b>	<b>85.0%</b>
<b>Stretch Target: All Students</b>	<b>86.0%</b>	<b>91.0%</b>	<b>&gt;95%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>80.0%</b>	<b>82.5%</b>	<b>85.0%</b>
<b>3rd Grade ELA Proficiency</b>			
<b>Baseline Target: All Students</b>	<b>32.0%</b>	<b>33.0%</b>	<b>34.0%</b>
<b>Stretch Target: All Students</b>	<b>36.0%</b>	<b>39.0%</b>	<b>42.0%</b>
<b>Gap-Closing Target: All Focal Group Students</b>			
<b>Regular Attenders</b>			
<b>Baseline Target: All Students</b>	<b>72.0%</b>	<b>73.0%</b>	<b>74.0%</b>
<b>Stretch Target: All Students</b>	<b>73.0%</b>	<b>74.5%</b>	<b>76.0%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>70.0%</b>	<b>71.5%</b>	<b>74.0%</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 have described in their Integrated Plan.**

	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.