LINCOLN COUNTY
SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
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Board of Directors
NOTICE OF A BOARD MEETING
Lincoln County School District Business Meeting of the Board

Date	**Tuesday, December 12, 2023**
Time	**Executive Session- 5:00 Re: (ORS 192.660(2)(i)) Work Session- 5:15 Regular Business Meeting- 6:30**
Place	**Sam Case Elementary, 459 NE 12th St, Newport, OR 97365**

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Business Meeting of the Board of the Board beginning at Executive Session- 5:00 Re: (ORS 192.660(2)(i)) Work Session- 5:15 Regular Business Meeting- 6:30.

Public comment will only be heard if a specific public comment time is designated on the agenda. Not all meetings of the Board have public comment.
If you are a member of the community and wish to speak before the Board, please email the following information to eddie.symington@lincoln.k12.or.us by **12:00 pm on the business day prior to the meeting: Name, address and phone number (optional), and topic.** Once your request is received, you will be contacted with details regarding making the comment during the meeting. Public comment cards will also be available at the door and must be completed and given to the Board Secretary. All public comment will follow Board Policy BDDH – "Public Comment at Board Meetings."

The session will be streamed and can be accessed by visiting our website.

The agenda is attached.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting.

THIS NOTICE SATISFIES THE REQUIREMENTS OF ORS 192.630, 192.640 AND 332.045.
For further information or to request accommodations, please contact:
Eddie Symington, Assistant to the Superintendent and School Board
Lincoln County School District | 1212 NE Fogarty | Newport, OR 97365

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Business Meeting of the Board
Tuesday, December 12, 2023 - Executive Session- 5:00 Re: (ORS 192.660(2)(i))
Work Session- 5:15 Regular Business Meeting- 6:30
Sam Case Elementary, 459 NE 12th St, Newport, OR 97365

Agenda

1. Call to Order & Reading of Land Acknowledgment
2. Roll Call- Establishment of a quorum
3. Introductions
4. Communications
    - 4.a. Written
    - 4.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
    - 4.c. Recognition
        - 4.c.1. Regional Teacher of the Year
        - 4.c.2. Newport High School Boys State Soccer Champions
        - 4.c.3. Newport High School State Cross Country Champions
    - 4.d. LCEA Report

FUTURE BOUND WEST NEWSLETTER

Vol. 01

Nov. 2023



What's Up?



The first quarter of the school year is nearly to a close! Alongside our studies, we've taken some time to practice some yoga (see our student and teacher in crow pose above) We've explored topics of people's best furry friend, a person's needs, wants, and values, and their goals and decisions. We've even looked in depth at the various regions around the United States. Our quarter was punctuated recently by a day trip to our local library!

CUB OF THE MONTH

Reid Evans

What's Next?

We have two upcoming trips in our future for next quarter. Helping with a creek restoration project will get us out of the classroom and into nature. Additionally, our class is hoping to take part in a glass-blowing class! In class, we're taking a look at personal finance and budgeting, starting our new class novel, and looking at our place in the vastness of our universe in our upcoming astronomy unit!






BE THE
change
YOU WISH
TO SEE IN
THE world

5. Consultant Reports/Staff Reports/Student Reports
    5.a. Area Report
    5.b. Student Report
    5.c. Financial Report
        5.c.1. Auditor's Annual Financial Report
        5.c.2. November 2023 Board Financial Report

General Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2023-24
Year To Date Transactions as of November 30, 2023

	Period 1 Actual July '23	Period 2 Actual Aug '23	Period 3 Actual Sept '23	Period 4 Actual Oct '23	Period 5 Actual Nov '23	Period 6 Projected Dec '23	Period 7 Projected Jan '24	Period 8 Projected Feb '24	Period 9 Projected March '24	Period 10 Projected April '24	Period 11 Projected May '24	Period 12 Projected June '24	Period 13 Projected July '24	Projected 2023-24 Totals		Adopted 2023-24 BUDGET	Year-To-Date 2023-24 Actuals	% of Budget	YTD Diff Budget vs. Projected	% of Budget
REVENUES																				
LOCAL SOURCES:																				
Current year's levy		267			36,739,329	3,026,000	515,075	280,699	1,026,342	155,045	175,196	1,088,227	368,690	43,374,869	*	41,878,114	36,739,595	88%	1,496,755	88%
Prior years' taxes		168,049	150,279	81,596	53,737	100,489	34,262	37,035	96,375	(36,429)	37,656	78,170	53,189	854,408	*	805,000	453,661	56%	49,408	56%
Interest on Investments	73,925	79,375	66,752	55,673	91,554	56,327	53,169	45,656	47,193	31,260	37,640	34,650	15,697	688,871		400,000	367,279	92%	288,871	92%
Fees Charged to Grants		2,702	39	9,974	9,447	36,489	46,956	42,779	50,703	65,496	29,382	132,169	74,394	500,530		550,000	22,162	4%	(49,470)	4%
Rentals							1,446			1,446		1,221	217	4,330		10,000	-	0%	(5,670)	0%
Contributions				591										591		0	591	#DIV/0!	591	#DIV/0!
Other Local Income	17,819	623	6,990	28,673	58,512	102,897	106,493	84,838	99,286	104,760	146,035	120,339	258,489	1,135,754		1,334,218	112,617	8%	(198,464)	8%
INTERMEDIATE SOURCES:																	-			
ESD - Severe Disab Support						26,743	37,826	26,757		30,290	24,765	27,112		173,492		195,000	-	0%	(21,508)	0%
County School Fund					5,409	39,728		37,116			67,541	24,411	19,439	193,644	*	300,000	5,409	2%	(106,356)	2%
Other, Hvy Eq Rent Tax, etc		65	1,192		92									1,348			1,348	#DIV/0!	1,348	#DIV/0!
STATE SOURCES:																	-			
SSF- Current Year	3,958,011	1,977,818	1,977,818	1,977,818	1,977,818	1,891,138	1,891,376	1,911,680	1,894,980	1,931,348	1,934,662			23,324,467		23,130,549	11,869,283	51%	193,918	51%
SSF- Prior Year														0			-	#DIV/0!	-	#DIV/0!
Common School Fund							141,491	141,169	122,344					405,004	*	701,538	-	0%	(296,534)	0%
State Timber					8,796	68,327		63,425			115,728			256,277	*	500,000	8,796	2%	(243,723)	2%
Unrstd Grants, HCD, Wildfire				1,525,352										1,525,352		910,136	1,525,352	168%	615,216	168%
FEDERAL SOURCES:																	-			
Federal Forest Fees														0			-	#DIV/0!	-	#DIV/0!
Foster Care Transp Reimb									32,627			41,373		74,000		74,000	-	0%	-	0%
OTHER RESOURCES:																	-			
Interfund Transfer														0			10	0%	(10)	0%
Sale of Assets/Ins Proceeds														0			-	#DIV/0!	-	#DIV/0!
Beginning Fund Balance	15,908,692													15,908,692		14,115,000	15,908,692	113%	1,793,692	113%
Total Monthly Revenues	**19,958,447**	**2,228,899**	**2,203,069**	**3,679,677**	**38,944,693**	**5,348,138**	**2,828,094**	**2,671,155**	**3,369,850**	**2,283,216**	**2,568,604**	**1,547,672**	**790,115**	**88,421,629**		**84,903,565**	**67,014,785**	**79%**	**3,518,064**	**79%**
CUMULATIVE RESOURCES	**19,958,447**	**22,187,346**	**24,390,415**	**28,070,092**	**67,014,785**	**72,362,922**	**75,191,016**	**77,862,171**	**81,232,022**	**83,515,238**	**86,083,842**	**87,631,514**	**88,421,629**							
EXPENDITURES																				
Salaries (100)	602,384	792,888	2,630,859	2,655,067	2,821,310	2,617,229	2,585,234	2,678,310	2,607,465	2,565,843	2,691,761	6,432,074		31,680,424		31,281,886	9,502,509	30%	398,538	30%
Employee benefits (200)	268,030	357,840	1,341,922	1,366,953	1,372,110	1,501,529	1,502,698	1,531,770	1,543,891	1,530,048	1,567,513	3,955,523	10,088	17,849,915		18,374,837	4,706,855	26%	(524,922)	26%
Purchased services (300)	984,252	996,968	986,922	1,117,151	928,422	1,795,050	1,544,165	1,557,172	1,596,294	1,580,985	1,819,240	1,622,897	398,860	16,928,378		18,356,147	5,013,715	27%	(1,427,769)	27%
Supplies (400)	97,690	185,678	215,890	172,562	181,208	160,021	149,530	141,805	138,828	195,198	302,785	353,263	219,521	2,513,978		2,750,414	853,028	31%	(236,436)	31%
Capital outlay (500)	11,704				7,713	9,492		5,191	12,755	8,308	10,808	500	20,887	87,358		143,000	19,417	14%	(55,642)	14%
Insurance/Other (600)	818,473	85,776	34,880	17,341	26,610	14,288	10,391	8,495	5,678	9,394	36,275	12,758	13,956	1,094,314		1,002,281	983,080	98%	92,033	98%
Interfund Transfers (700)							4,305,000							4,305,000		4,305,000	-	0%	-	0%
Contingency (800)														0		3,750,000	-	0%		0%
Unappropriated Funds (800)														0		4,940,000	-	0%		0%
Total Monthly Expenditures	**2,782,533**	**2,419,150**	**5,210,473**	**5,329,074**	**5,337,373**	**6,097,610**	**10,097,017**	**5,922,743**	**5,904,910**	**5,889,775**	**6,428,381**	**12,377,014**	**663,312**	**74,459,368**		**84,903,565**	**21,078,604**	**25%**	**(1,754,197)**	**25%**
CUMULATIVE EXPENDITURES	**2,782,533**	**5,201,684**	**10,412,157**	**15,741,231**	**21,078,604**	**27,176,214**	**37,273,231**	**43,195,975**	**49,100,885**	**54,990,660**	**61,419,041**	**73,796,055**	**74,459,368**							
Month-end Fund Balance	**17,175,914**	**16,985,662**	**13,978,258**	**12,328,861**	**45,936,181**	**45,186,708**	**37,917,785**	**34,666,197**	**32,131,137**	**28,524,578**	**24,664,801**	**13,835,459**	**13,962,261**	**13,962,261**					**45,936,181**	

Revenue Assumptions:

Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years

Beginning Fund Balance is estimated as of 9-7-23 & subject to change. It represents the bulk of current Excess Ending Fund Balance.

June ADM is final at 5,072.2, it has been adjusted down from 5,086.2

Local Revenue no longer includes Federal Forest Fees per OR legislation.

Revenues updated to current at 11/30/23 - Includes ($362,590) Segregated Interest entries from General Fund to Special Funds

Adjusted to Actual December receipts. Was $7,235,663

*** Local Revenue - Projected**	**45,084,202**	
Local Revenue included in 6/26/23 SSF Estimate	44,194,830	
Estimated 2023/24 SSF Adjustment (May 2025)	**(889,372)**	Depends on Actual Local Revenue at Yr End
Anticipated Ending Fund Balance	**13,072,889**	
Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(8,690,000)	
Excess Ending Fund Balance	**4,382,889**	

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years

Exp updated at 11/30/23, July ($9,133), Aug ($701), Sept ($89), Oct ($24,780), Total ($34,703)

Monthly ADM - Prior Years

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
5,489.2	5,523.3	5,567.9	4,892.4	5,163.5	5,095.5
5,487.6	5,549.3	5,586.5	4,945.8	5,189.8	5,111.6
5,477.9	5,541.6	5,596.7	4,968.0	5,191.8	5,109.0
5,480.6	5,538.8	5,585.9	5,089.1	5,192.9	5,098.5
5,480.8	5,512.2	5,577.6	5,054.0	5,184.1	5,095.4
5,470.6	5,491.0	**5,569.1**	5,052.3	5,180.8	5,103.0
5,438.7	5,476.0	COVID-19	5,048.6	5,170.4	5,101.0
5,411.8	5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6
5,378.6	5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8
5,332.9	5,482.5		5,090.2	5,122.6	5,007.0
5,443.2	5,482.5		5090.2	5122.6	5072.2

Monthly ADMr Comparison	Monthly ADM 2023-24	YTD ADM 2023-24
September	4,959.1	4,959.1
October	4,984.2	4,988.3
November	4,974.9	4,976.6
December		
January		
February		
March		
April		
May		
June		
June YTD		

Lincoln County School District
2023-24 Monthly Comparison - General Fund Projected to Actual
November 2023

REVENUES	Projected**	Actual	Actual Compared to Projected		Comments
LOCAL SOURCES:					
Current year's levy	31,032,370	36,739,329	5,706,958	*	Timing Diff budgeted for Dec
Prior years' taxes	64,762	53,737	(11,025)	*	
Interest on Investments	20,240	91,554	71,314		Rates Increased
Fees Charged to Grants	28,912	9,447	(19,465)		Varies depending on Grant Exp
Rentals	1,510		(1,510)		
Contributions			-		
Other Local Income	102,086	58,512	(43,574)		
INTERMEDIATE SOURCES:					
ESD - Severe Disability Support	21,508		(21,508)		
County School Fund	68,817	5,409	(63,408)	*	
Other, Hvy Eq Rent Tax, etc		92	92		
STATE SOURCES:					
SSF- Current Year	1,951,917	1,977,818	25,901	*	
SSF- Prior Year			-	*	
Common School Fund			-	*	
State Timber	118,330	8,796	(109,533)	*	
Unrestricted Grants			-	*	
FEDERAL SOURCES:					
Federal Forest Fees			-		No longer Local Revenue
Foster Care Transport Reimb			-		
OTHER RESOURCES:					
Interfund Transfer			-		
Sale of Assets/Ins Proceeds			-		
Beginning Fund Balance					
Total Monthly Revenue	**33,410,452**	**38,944,693**	**5,534,241**		
EXPENDITURES					
Salaries (100)	2,709,743	2,821,310	111,568		Contract Increases
Employee benefits (200)	1,551,949	1,372,110	(179,839)		
Purchased services (300)	1,468,019	928,422	(539,597)		
Supplies (400)	182,910	181,208	(1,702)		
Capital outlay (500)	12,701	7,713	(4,987)		
Insurance/Other (600)	17,673	26,610	8,937		
Interfund Transfers (700)					
Contingency (800)					
Unappropriated Funds (800)					
Total Monthly Expenditures	**5,942,994**	**5,337,373**	**(605,620)**		

*Indicates SSF formula revenue -- excesses are returned to the State

** Projections based on budget and average % received/expended during same time period over past 8 years

Lincoln County School District
2023-24 General Fund - Purchased Services Monthly Comparison
November 2023

		July	Aug	Sept		Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	D	8,780	10,351	12,120	D	31,714	16,350								79,314
Cleaning Services			343,923	18,300	B	361,981	180,991								905,195
Repairs & Maint		5,104	48,291	18,620		9,196	30,808								112,019
Rentals		602	13,860	13,900		24,880	8								53,250
Utilities		7,603	37,963	97,251		117,301	127,555								387,672
Transportation		778	6,319	298,354	C	51,512	39,409								396,372
Travel		1,405	10,739	5,712		7,615	18,705								44,177
Telephone			8,000	8,761		9,106	9,390								35,257
Postage		559	1,893	3,555		2,290	2,602								10,899
Advertising			70	150			197								417
Printing & Binding			9,813	16,867		10,988	5,831								43,499
Data Lines			60	177		177	177								591
Charter School Pmts		914,194	457,783	457,783		457,783	457,783								2,745,326
Tuition			28,396	28,396		27,480	28,396								112,668
Audit Services															-
Legal Services				917		1,485									2,402
Architect/Engr Svcs				2,620			855								3,475
Neg/Labor Consltg															-
Managemnt Svcs															-
Data/Tech Svcs			3,000	1,500			6,000								10,500
Election Services						23									23
Other Gen Prof Svcs	D	45,228	16,508	1,940		3,620	3,366								70,660
Total		**984,252**	**996,968**	**986,922**		**1,117,151**	**928,422**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**5,013,715**
	D	(1,900)			D	(24,780)									
For Reference Only:															
Less Transportation		(778)	(6,319)	(298,354)		(51,512)	(39,409)	-	-	-	-	-	-	-	
Charter Sch Pmts		(914,194)	(457,783)	(457,783)		(457,783)	(457,783)	-	-	-	-	-	-	-	
Purchased Services		**67,380**	**532,866**	**230,785**		**583,076**	**431,230**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**A**

Notes:

A: Removing Transportation & Charter Payments with their irregular payment patterns from the totals smooths the monthly totals for comparison purposes. For Reference Only.

B: September & October Custodial Bills paid in October due to billing errors.

C: Waiting on corrected invoices to reflect contract amendment to increase driver wages.

D: Figures updated after audit - items moved to grant funds, Special Education

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of November 31, 2023 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	754,099		218,638	535,461
Intermediate				
State	4,058,911		(124,714)	4,183,625
Federal	12,641,146		481,830	12,159,316
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,384,117		1,526,528	(142,411)
Total Revenues	18,838,273		2,102,281	16,735,992
Expenditures:				
Instruction	7,848,625	2,137,028	1,058,507	4,653,089
Support Services	5,806,756	1,570,966	1,003,863	3,231,928
Enterprise	636,587	140,031	90,125	406,431
Facilities Acq & Const	3,446,650	494,564	1,954,631	997,455
End Fund Bal/Tfrs	1,099,655			1,099,655
Total Expenditures	18,838,273	4,342,589	4,107,126	10,388,558
Fund Balance			**(2,004,845)** ***	
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	103,050		103,049	1
Total Revenues	103,050	0	103,049	1
Expenditures:				
Instruction	81,050			81,050
Support Services	22,000			22,000
End Fund Balance				0
Total Expenditures	103,050	0	0	103,050
Fund Balance			**103,049**	
Less Encumbered			0	
Available for Expenditure			**103,049**	
Musical Instruments (287)				
Revenues:				
Transfers				
Beg. Fund Balance*	505,000		306,835	198,165
Total Revenues	505,000		306,835	198,165
Expenditures:				
Instruction	295,000	36,045	28,690	230,265
Support Services	110,000		3,077	106,923
End Fund Balance	100,000	100,000		0
Total Expenditures	505,000	136,045	31,767	337,188
Fund Balance			**275,068**	
Less Encumbered			136,045	
Available for Expenditure			**139,023**	

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	523,800			523,800
Beg. Fund Balance*			12,229	(12,229)
Total Revenues	523,800		12,229	511,571
Expenditures:				
Instruction	372,943	322,307	106,582	(55,946)
Support Services	58,544	7,357	4,946	46,241
Enterprise	92,313			92,313
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	523,800	329,664	111,528	82,608
Fund Balance			**(99,299)** ***	
Student Investment Account (289/989)				
Revenues:				
State	4,228,625		272,323	3,956,302
Beg. Fund Balance*				0
Total Revenues	4,228,625		272,323	3,956,302
Expenditures:				
Instruction	1,942,573	1,131,378	552,744	258,451
Support Services	2,284,052	1,604,774	759,797	(80,519)
Enterprise	2,000	2,608	210,410	(211,018)
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	4,228,625	2,738,760	1,522,951	(33,085)
Fund Balance			**(1,250,628)** ***	
Curriculum (290)				
Revenues:				
Local			36,995	0
Transfers	1,600,000			1,563,005
Beg. Fund Balance*	1,900,000		1,900,000	0
Total Revenues	3,500,000		1,936,995	1,563,005
Expenditures:				
Instruction	360,000			360,000
Contingency	3,140,000			3,140,000
End Fund Balance				
Total Expenditures	3,500,000		0	3,500,000
Fund Balance			**1,936,995**	
Less Encumbered			0	
Available for Expenditure			**1,936,995**	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo 7-12				
Revenues:				
Local			2,373	
State	67,000			67,000
Beg. Fund Balance *	143,000		129,187	13,813
Total Revenues	210,000		131,560	78,440
Expenditures:				
Instruction	123,483	18,401	11,632	93,450
Support Services	19,517		3,045	16,472
Enterprise				0
Facilities Acq & Const				
End Fund Balance	67,000			67,000
Total Expenditures	210,000	18,401	14,677	176,922
Fund Balance			**116,883**	
Less Encumbered			18,401	
Available for Expenditure			**98,482**	
High School Success (292)				
Revenues:				
State	1,589,075		69,435	1,519,640
Beg. Fund Balance *			0	0
Total Revenues	1,589,075		69,435	1,519,640
Expenditures:				
Instruction	742,590	301,024	125,897	315,669
Support Services	846,485	425,248	257,922	163,315
End Fund Balance				
Total Expenditures	1,589,075	726,272	383,819	478,984
Fund Balance			**(314,385)** ***	
Building Maintenance (293)				
Revenues:				
Local	25,000		36,014	(11,014)
State				
Federal				
Fund Tfrs/Asset Sales	905,000			905,000
Beg. Fund Balance *	1,373,000		2,269,009	(896,009)
Total Revenues	2,303,000		2,305,023	(2,023)
Expenditures:				
Support Services	681,587	40,119	300,378	341,090
Enterprise				
Facilities Acq & Const	1,621,413	8,186	284,042	1,329,185
End Fund Bal/Tfrs				
Total Expenditures	2,303,000	48,305	584,420	1,670,275
Fund Balance			**1,720,603**	
Less Encumbered			48,305	
Available for Expenditure			**1,672,298**	

*** Beginning Fund Balances are Audited**
**** Fund Balances do NOT include encumbered expenditures**
***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of November 31, 2023 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	190,100		13,045	177,055
State	35,000		101,679	(66,679)
Federal	3,663,253		228,242	3,435,011
Beg. Fund Balance *	900,000		1,238,958	(338,958)
Total Revenues	4,788,353		1,581,924	3,206,429
Expenditures:				
Instruction	115,160	51,550	37,724	25,886
Support Services	33,482	19,879	14,261	(658)
Enterprise	4,089,711	3,092,015	612,475	385,220
Facilities Acq & Const	300,000			300,000
End Fund Balance	250,000	250,000		0
Total Expenditures	4,788,353	3,413,444	664,460	710,449
Fund Balance			**917,464**	***
Student Activities (295)				
Revenues:				
Local	1,300,000		500,383	799,617
Beg. Fund Balance *	1,325,000		1,243,391	81,609
Total Revenues	2,625,000		1,743,774	881,226
Expenditures:				
Instruction	1,315,000	57,051	333,128	924,822
Support Services	95,000	282	1,857	92,860
Enterprise	45,000		47,607	(2,607)
Contingency	1,170,000			1,170,000
Total Expenditures	2,625,000	57,333	382,592	2,185,076
Fund Balance			**1,361,182**	
Less Encumbered			57,333	
Available for Expenditure			**1,303,849**	
Outdoor School for All (296)				
Revenues:				
State	149,098			149,098
Total Revenues	149,098		0	149,098
Expenditures:				
Instruction	142,398		19,649	122,749
Support Services	6,700			6,700
Total Expenditures	149,098	0	19,649	129,449
Fund Balance			**(19,649)**	***
ODE Facilities Grants (297)				
Revenues:				
State Sources	10,000			10,000
Total Revenues	**10,000**	**0**	**0**	**10,000**
Expenditures:				
Support Services	10,000			10,000
Total Expenditures	**10,000**	**0**	**0**	**10,000**
Fund Balance				

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	136,015		33,041	102,974
Local - Tech Fees	45,900		34,281	11,619
Transfers	1,600,000			1,600,000
Beg. Fund Balance*	1,446,893		1,750,475	(303,582)
Total Revenues	3,228,808		1,817,797	1,411,011
Expenditures:				
Instruction	37,500			37,500
Support Services	729,739	234,039	109,013	386,687
Contingency	2,461,569			2,461,569
End Fund Balance				0
Total Expenditures	3,228,808	234,039	109,013	2,885,756
Fund Balance			**1,708,784**	
Less Encumbered			234,039	
Available for Expenditure			**1,474,746**	
Vehicle Replacement (299)				
Revenues:				
Local	29,500		787	28,713
Sale of Assets				0
Beg. Fund Balance *	51,900		40,410	11,490
Total Revenues	81,400		41,197	40,203
Expenditures:				
Support Services	81,400			81,400
End Fund Balance				
Total Expenditures	81,400	0	0	81,400
Fund Balance			**41,197**	
Less Encumbered			0	
Available for Expenditure			**41,197**	
PERS Bonds Debt Service (320)				
Revenues:				
Local	5,082,765		1,582,983	3,499,782
Beg. Fund Balance *	10,563,450		10,709,267	(145,817)
Total Revenues	15,646,215		12,292,250	3,353,965
Expenditures:				
Debt Service	6,116,208			6,116,208
End Fund Balance	9,530,007	9,530,007		0
Total Expenditures	15,646,215	9,530,007	0	6,116,208
Fund Balance			**12,292,250**	
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,104,995		5,274,075	830,920
Transfers	1,431,655			1,431,655
Beg. Fund Balance *	1,354,500		1,331,821	22,679
Total Revenues	8,891,150		6,605,895	2,285,255
Expenditures:				
Debt Service	5,290,500			5,290,500
Transfers	1,431,650			1,431,650
End Fund Balance	2,169,000	2,169,000		0
Total Expenditures	8,891,150	2,169,000	0	6,722,150
Fund Balance			**6,605,895**	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	1,095,672		181,499	914,173
Beg. Fund Balance *	1,563,700		1,785,693	(221,993)
Total Revenues	2,659,372		1,967,191	692,181
Expenditures:				
Support Services	459,372			
Facilities Acq & Const	2,200,000	38,617	635,349	1,526,035
End Fund Balance				
Total Expenditures	2,659,372	38,617	635,349	1,985,407
Fund Balance			**1,331,843**	
Less Encumbered			38,617	
Available for Expenditure			**1,293,226**	
Future Property Purchases Reserve (420)				
Revenues:				
Local	15,000		20,879	(5,879)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,061,018		1,072,295	(11,277)
Total Revenues	1,076,018		1,093,174	(17,156)
Expenditures:				
Facilities Acq & Const	1,076,018			1,076,018
Total Expenditures	1,076,018			1,076,018
Fund Balance			**1,093,174**	
Dental/Vision Self Insurance (610)				
Revenues:				
Local	963,000		276,808	686,192
Beg. Fund Balance *	1,215,000		1,178,070	36,930
Total Revenues	2,178,000		1,454,878	723,122
Expenditures:				
Support Services	870,000		348,942	521,058
Contingency	1,308,000			1,308,000
Total Expenditures	2,178,000		348,942	1,829,058
Fund Balance			**1,105,936**	
Less Encumbered			0	
Available for Expenditure			**1,105,936**	
District Medical Group HRA (620)				
Revenues:				
Local	874,600		302,138	572,462
Beg. Fund Balance	2,120,000		2,129,863	(9,863)
Total Revenues	2,994,600		2,432,001	562,599
Expenditures:				
Support Services	440,000	15,574	169,831	254,595
End Fund Balance	2,554,600			2,554,600
Total Expenditures	2,994,600	15,574	169,831	2,809,195
Fund Balance			**2,262,170**	
Less Encumbered			15,574	
Available for Expenditure			**2,246,595**	

*** Beginning Fund Balances are Audited**

**** Fund Balances do NOT include encumbered expenditures**

***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $10,000 - All Funds
2023-24 Fiscal Year
November 2023

Date	Payee	Description	Amount
11/3/2023	COSA	MEMBERSHIP DUES	22,954.00
11/3/2023	DIGITAL INSURANCE LLC	GROUP HRA ANNUAL CONSULTING/MANAGEMENT FEES	31,725.00
11/3/2023	OMSI UNIT #85	OUTDOOR SCHOOL - TOES	13,727.00
11/3/2023	PAPE MACHINERY	TRACTOR SERVICE/REPAIRS	12,413.27
11/3/2023	PNW PROFESSIONALS	MONTHLY CONTRACT SERVICES - SLP	13,018.00
11/3/2023	ROAD & DRIVEWAY CO	PAVING - NHS & TAES	13,226.18
11/3/2023	RUDIS	WRESTLING UNIFORMS - NHS	11,165.00
11/9/2023	GROTH-GATES SHEET METAL, INC	DUCTWORK - CVH, YVE, TAHS	37,823.00
11/9/2023	H2 WALL SYSTEMS, LLC	ACOUSTIC WALL PANELS & INSTALLATION - YVE	34,600.00
11/9/2023	OREGON DEPT OF EDUCATION	RETURN MS SUMMER SCHOOL GRANTS - NO PARTICIPATION	127,994.34
11/13/2023	CENTRAL RESTAURANT PRODUCTS	STAND MIXERS - ALL LOCATIONS	12,047.64
11/17/2023	DELL MARKETING, LP	COMPUTERS & MONITORS - SCE, YVE, TAHS, TECH STOCK	19,436.06
11/17/2023	LATHAM CENTERS, INC.	MONTHLY TUITION - OUT OF STATE SPECIAL ED PLACEMENT	28,396.00
11/17/2023	NCS PEARSON INC	TAG TESTING	13,155.02
11/17/2023	NORTHWEST PLAYGROUND EQUIPMENT, INC.	PLAYGROUND SURFACING - OLE	12,342.50
11/17/2023	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES	182,584.15
11/22/2023	COMMUNITY SERVICES CONSORTIUM	2023-24 SSF PAYMENTS	12,299.00
11/22/2023	EDDYVILLE CHARTER SCHOOL	2023-24 SSF PAYMENTS	234,312.00
11/22/2023	SILETZ VALLEY CHARTER SCHOOL	2023-24 SSF PAYMENTS	211,172.00
11/30/2023	AMAZON CAPITAL SERVICES	SUPPLIES - VARIOUS LOCATIONS	44,180.60

LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
November 2023

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	$ 20,753,440
Additions	43,484,152
Reductions	5,113,118
Ending Balance	**$ 59,124,473**

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds

Beginning Balance	$ 1,186,834
Additions	4,877
Reductions	
Ending Balance	**$ 1,191,711**

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds

Beginning Balance	$ 1,585,769
Additions	6,517
Reductions	
Ending Balance	**$ 1,592,286**

Oregon Coast Bank - Money Market Account

Beginning Balance	$ 13,559,393
Additions	5,053,600
Reductions	5,500,000
Ending Balance	**$ 13,112,993**

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)

.75% APY

Beginning Balance	$ 378,515
Additions	-
Reductions	-
Ending Balance	**$ 378,515**

Monthly Totals

Beginning Balance	$ 37,463,951
Additions	$ 48,549,146
Reductions	$ 10,613,118
Ending Balance	**$ 75,399,978**

Interest Rates	**September**	**October**	**November**
LGIP	**4.63%**	**4.90%**	**5.00%**
Oregon Coast Bank	**4.72%**	**4.99%**	**5.12%**

5.d. First Student Report (Written)

Board Meeting 12/12/2023-Report Prepared by Darleen Van Riper, Location Manager First Student

Talking Points-Please contact me at Darleen.vanriper@firstgroup.com with any comments or questions.

1. **Atmospheric Rivers & Road Closures**
   Atmospheric Rivers, aka Pineapple Express or Chinook Winds, have come to our school district. Fortunately, transportation was only minimally affected. We had a few closures and some flooding that affected a few routes; however, the team managed to communicate alternate stops to the district, schools, and families. Everybody got home safely.

2. **Workday: The Empowered Employee Experience**
   Back in May, First Student's corporate leaders introduced Workday, the industry-leading Human Resources Information System (HRIS) application that will bring First Student employee data into a single inclusive and user-friendly system. The Workday implementation begins our multi-phased journey to transform and manage Human Resources, Recruiting, Onboarding, and Payroll business processes in the U.S. and Canada, and the transition will start in January 2024.
   With the implementation of Workday, our current HRIS system that is composed of four different programs will be more effective and manageable. Starting December 13, 2023, your First Student staff will participate in six two-hour training sessions to become familiar with Workday. Operations will not be affected by staff training.

3. **FirstActs Reporting System-UPDATE**
   The beginning phase of the new reporting system, during which we focused on teaching the bus rules and building relationships with our students, has moved into the phase of Contract Meetings. Lots of incidents were documented, and many minor referrals were submitted. Unfortunately, we have quite a few students for which we needed to request a Contract Meeting with the families, First Student and the schools. We have had some parents no-show, and we discussed our options with school admin. During the meetings for which parents were present, we had good conversations and brainstromed how we can best help the students to be safe and successful.

4. **Driver/Candidate Comparison Report (as of 12/07/2023)**

	11/7/2023		12/7/2023	
Lincoln County Bus Routes	73	Driver Shortage	73	Driver Shortage
Drivers on hand (as of 11/07/2023, LOA excluded)	46	27	48	25
Out of Town Drivers	0	27	0	25
Routes not currently serviced (combos)	20	7	16	9
Other Considerations:				
Cover Drivers positions not staffed	4	31	3	28
Route Monitor positions not staffed	2		3	
Drivers on LOA/FMLA/WC (Regular & Casual)	4		2	
Casual Drivers with limited availability	9		7	
LCSD & FS Staff (1 & 9) Available to Drive	10		10	10

Please note that this information is subject to frequent changes.

We continue to cover routes with staff on route; however, management has been able to stay off route more and more. We continue to work with the ADs to fulfill trips. We currently have 3 candidates in class and 3 in Behind-the-Wheel training. As you can see, we were also able to hire a couple of drivers, bringing the number of drivers on hand to 48.

5. **Thanksgiving-A Time to Reflect and Appreciate.**



This year’s Thanksgiving from management to drivers and monitors included a cozy long sleeve shirt and a turkey coupon. No, the hat is not part of our uniform.



5.e. Food Services Report (Written)

5.e.1. Nutrition Services Report

THE MONTHLY FEED - DECEMBER 2023

jamie.nicholson@lincoln.k12.or.us
sara.gibson@lincoln.k12.or.us
patty.graves@lincoln.k12.or.us

NUTRITION SERVICES
Lincoln County School District
School Meals • Gardens • Food Pantry
Growing Foods - Growing Minds - Feeding Our Future

LOCAL FOODS

The Nutrition Services team met with Sara O'Neill from Central Coast Food Web and Evie Smith, OSU Extension Small Farms and Master Garden Coordinator to discuss incorporating more local foods from farms and fishers into schools meals. We are excited to see what this new partnership will bring to the students of LCSD.

MEET THE CREW



Cheryl, Linda, and Kat

Manager Linda (center) has the most years of service in our staff, with this being her 29th school year! Her dedication, experience, and leadership shine through her staff and food everyday. Thank you Linda!

GROWING GARDENS SPOTLIGHT

NHS instructor Corrina Hargett has a passion for creating connections and has used the school garden as both a classroom and as a jump off point for connecting students to their food. It is not just about growing food, it's about exploring food traditions, memories, making healthy choices and building community. She is an alumni of the Pilot Light Food Education Fellowship and was featured in their 2023 School Lunch Week program blog. Check out her amazing interview at the link below:



https://pilotlightchefs.org/2023/10/09/corrina-hargett-grows-student-connections-to-school-food/

WHAT'S GROWING ON?
-LCSD SCHOOL GARDENS-

We are hitting that cold, dark time of the year again. For the outdoor garden space this is a time for dormancy and planning for the spring. Some crops like kale will be harvested all winter and many of the hydroponic crops are at full production. There are things that students can grow at home that can add cheer to our short winter days. The families that came to Yaquina View's Winter Festival had the opportunity to take home microgreen growing kits, also known as the world's smallest gardens.



Growing microgreens are a great way to garden indoors



Half a pound of hydro-dill was harvested from Ms. Sanders' classroom tower at Sam Case

FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

The Fresh Fruit and Vegetable Program (FFVP) is an important tool in our effort to combat childhood obesity. The program has been successful in introducing elementary school children (K-8) to a variety of produce that they otherwise might not have the opportunity to sample. This month's menu includes: Golden Berries, Persimmons, and White Grapefruit.

DID YOU KNOW?

Persimmons grow in trees that are very tall, sometimes up to 70 feet!



Students in Newport have been harvesting produce from both the outside gardens and the indoor hydroponic towers to use in their school lunches. We are thankful for the hard work our students, teachers, and kitchen staff are putting in to add fresh, nutritious, colorful and tasty school grown foods into our meals. The students carefully weigh the produce going into the kitchens so that we can track our progress.

- SCHOOL GROWN PRODUCE TRACKER-

176.8 pounds harvested since school started

joke of the month

What do you call a group of cranberries playing music?

A jam session.

GREAT JOB!

The Baby Boomers in Toledo are doing a great job using lunch cards each day to get lunch just like the big kids!





Want to be part of an amazing team?
Go to us.sodexo.com or call (541) 336-2156.

@lcsdschoolgardens

@Lincoln County Oregon School Gardens

6. Board Reports
7. Superintendent's Report
8. Adoption of the Consent Calendar
    8.a. Minutes of the Board

Lincoln County School District Business Meeting of the Board
Tuesday, November 14, 2023 6:30 PM Pacific

Crestview Heights Elementary
2750 S Crestline Dr
Waldport, OR 97394

1. Call to Order & Reading of Land Acknowledgment
Chair Vince called the meeting to order at 6:30 PM. Each member of the Board participated in reading a portion of the LCSD Land Acknowledgment.

2. Roll Call- Establishment of a quorum
Present:
Board Chair Vince
Board Vice-Chair Martin
Board Member Cawley
Board Member McKinley
Board Member Rawles

3. Introductions
There were no special introductions for this portion of the meeting.

4. Communications

4.a. Written
There was no written communication received for the Board.

4.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
There was no public comment on topics published in the Board's agenda.

4.c. Recognition

4.c.1. Special Student Recognition
The Board and community heard from First Student Transportation's Area Manager, Darlene VanRiper about a recent event that took place on a south county bus route. Ms. VanRiper first introduced the management staff from First Student that was in attendance and then summarized the event where a local bus driver fell ill while on their afternoon route. After safely pulling the bus over and securing it, the driver fainted, leaving the students to manage the situation. A Waldport High School student took action and worked to contact the dispatcher for the bus company as well as EMS. Another student worked to calm and reassure students during the event. Ms. VanRiper and the Board presented certificates to every student that was on the bus that day, along with gift certificates from the bus company. First Student Regional Manager, Andrew Good, presented the driver and two students who helped manage the situation with the company's Going the Extra Mile (G.E.M.) award, which up until this event had only been given to employees, not students. Lastly, Superintendent Dr. Tolan presented two glass trophies, on behalf of the District, to the two students that managed the situation.

4.d. LCEA Report
The Board heard from the LCEA President and Vice-President. President Venture reported that though student behavior is the leading concern of their members, there has been

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collaboration with the District to address some of the obstacles. Vice-President Stewart gave the monthly Educator Shout-outs.

5. Consultant Reports/Staff Reports/Student Reports

5.a. Area Report
The Board heard the Area reports for Compass School, Crestview Heights, and Waldport Middle/High School. Ms. DeVries reported that the focus for Compass School was around attendance and the interventions their staff are implementing to increase attendance rates. Ms. Battles reported for Crestview Heights and Ms. Skirvin reported for Waldport Middle/High School. They both share 2 goals, one around growth in math and reading scores and one around attendance. They gave an in depth report on previous year's data compared to data from Fall of 2023 and the strategies that the staff are implementing to meet their goals in math and reading. They reported their work on the attendance goal and the many strategies in place to increase the regular attenders rate for all south county students.

5.b. Student Report
The student report was incorporated into the recognition portion of the agenda.

5.c. Financial Report

5.c.1. Board Financial Report
The Board heard the monthly financial report from Business Services Director Kim Cusick.

5.d. First Student Report (Written)
The Board had no additional questions for First Student from their written monthly report.

5.e. Food Services Report (Written)
The Board heard briefly from Child Nutrition Services Program Manager, Jamie Nicholson, who introduced the Food Services staff that prepared the salmon dinner for the Board prior to the business meeting. She reported that the same meal prepared for them was going to be served to students the following week thanks to partnerships with local seafood providers in our area.

6. Board Reports
Board Vice Chair Martin- Congratulated Newport High School Boys Soccer and Cross Country teams for winning State Champion titles.
Board Member Rawles- Announced and congratulated Board Vice-Chair Martin's recent recognition as Oregon School Board Member of the year. Board Member McKinley presented her with a gift as everyone congratulated her.
Board Member Cawley- Shared that she had guest speakers from the District that day to share with her nursing students the mental health, physical health and behavior health services that are being provided to our students. She also shared that our District Nurses loved sharing with them and loved working for the School District.
Board Member McKinley- Reported that she had been selected as a representative to the Native Hawaiian & Pacific Islanders Council for the State of Oregon through her previous work with the OSBA Color Caucus.
Board Member Martin- Shared that she was interested in learning more about student representatives to school boards as that was a common topic at the recent OSBA conference. Board Member Rawles echoed that interest as well.

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Board Chair Vince- Shared that the Board and District should be proud of the high graduation rate that was shared in the recent state report card. He also noted that it was clear that there was a lot of work to be done, but believed that celebrating the good work that is happening is important as well. He reported that he attended the Right to Read documentary that was hosted at Yaquina View. Also, he really enjoyed getting to see the Siletz students perform traditional tribal dances at the Oregon School Board Association annual conference. Additionally, he went on a college tour visit through his position as an ASPIRE volunteer at Toledo Jr/Sr.

7. Superintendent's Report
Superintendent Dr. Tolan shared that LCSD's Indian Ed Specialist and Siletz's Tribal Education Specialist jointly presented at the OSBA conference as an example of a school district forming a strong partnership with local tribes.

7.a. Increase to Purchasing Threshhold Policy DJA
Superintendent Dr. Tolan asked that the Board postpone adoption of policy DJA while OSBA finishes details on the policy that should likely come out in the next policy update.

8. Adoption of the Consent Calendar
The Chair entertained a motion to approve the consent calendar as published in the November 2023 board folder. The motion was set forth by Board Member Rawles, seconded by Board Vice-Chair Martin and passed unanimously.

8.a. Minutes of the Board

8.b. Human Resources

8.b.1. Personnel Action

8.c. Business Services

8.c.1. 24-25 Budget Calendar Draft

8.d. Board

8.d.1. Second Reading/Adoption of Policy

9. Action Items

9.a. Business Services

9.a.1. Budget Committee Vacancy
The Chair entertained a motion to declare zones 1, 2 and 5 of the LCSD Budget Committee as vacant after the correction of the vacant zones in the budget calendar previously adopted in this meeting. The motion was set forth by Board Vice-Chair Martin, seconded by Board Member Rawles and passed unanimously.

9.b. Facilities & Maintenance/Transportation/Food Services

9.b.1. Construction Excise Tax Rate
The Chair entertained a motion to increase the construction excise tax as published in the October and November Board packet effective January 1, 2024. The motion was set forth by Board Member McKinley, seconded by Board Member Cawley and passed unanimously.

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9.c. Board

9.c.1. OSBA Board and Legislative Policy Committee Elections
There was only one candidate running for the zone 10 position that Lincoln County School District is a part of. Because there was only one candidate, the Board could vote yes, no, or take no action. The following was the rollcall vote:
Board Chair Vince - Yes
Board Vice-Chair Martin - Yes
Board Member McKinley - Yes
Board Member Rawles - Yes
Board Member Cawley - Yes

It was the decision of the Lincoln County School Board to select Sarah Finger McDonald as their choice for the zone 10 OSBA Legislative Policy Committee Candidate.

10. Items of Information & Discussion

10.a. Teaching & Learning

10.a.1. Early Literacy Oregon RTI
The Board heard a brief update from Director of Elementary Education, Dr. Katie Barrett, on literacy and the work LCSD is doing with the Oregon Response to Intervention and Instruction. She spoke about the successful Right to Read professional development that took place at Yaquina View. That included the guest speakers, a short film, and the breakout sessions. She also let the Board know that she would be presenting the Early Literacy Plan to them at the December Board meeting. Lastly, she spoke about the Oregon Response to Intervention and Instruction and the work we are doing with them this year. The training has been successful so far and has included admin and teachers. Superintendent Dr. Tolan thanked Dr. Barrett for her hard work and persistence in getting LCSD into the Oregon Response to Intervention and Instruction program.

10.b. Special Programs

10.b.1. SIA Annual Report
Assistant Superintendent Susan Van Liew and Business Services Director Kim Cusick reported to the Board and community on the 2022-2023 Student Investment Account (SIA). The report and presentation highlighted the multifaceted approach to improving student outcomes, the barriers or challenges to SIA implementation the District has faced, the ongoing engagement with all students, focal students, families, staff, and community partners, and what stood out and guided the District in its prioritization efforts along with what we have learned, impacting future SIA implementation. Neither the Board nor the community had any questions about the report. The Board's only statement on the topic was one of thanks for all the good work being done through these funds.

10.c. Board

10.c.1. Public Comment (This time is reserved for general public comment to the Board)
Community Member one spoke about the recent PAADA Leadership Academy that involved student leaders from all over the District. She spoke about some of the goals the

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student leaders have, including understanding the Parent/Student Handbook and restorative practices.

10.d. Other

10.d.1. Reminders/Announcements
11/16: Literacy Bingo at Taft Ele 5:00-7:00
11/17: Turkey Bingo TOES
11/17: Yaquina ViewFamily Night and Dance Party 5:30-7:30
11/28: Executive Session under (ORS 192.660(2)(d)) at 5:00 via Zoom
12/12: Work Session/Board Meeting - 5:00 at Sam Case

10.e. Adjournment
Board Chair Vince asked each member of the Board what their biggest takeaway from this meeting was...
Board Vice-Chair Martin - The First Student recognition of students and the driver.
Board Member Cawley - The First Student recognition of students and the driver.
Board Member McKinley - The dinner provided by Food Services and her thankfulness to be in her hometown of Waldport for the meeting. Also, she spoke about her attire which was black with a traditional Tongan grass skirt known as ta'ovala. this was out or respect and love after the recent passing of her aunt.
Board Member Rawles - The First Student recognition of students and the driver.
Board Chair Vince - Appreciative of all the professional development which leads to better practices and ultimately better student performance results.

With no further business, Board Chair Vince adjourned the meeting at 8:09 PM.

DRAFT

8.b. Human Resources

8.b.1. Board Personnel Action

Board Agenda — December 12, 2023 — Personnel Action

Classified Hire(s):

Francisco Ramos	Bilingual Tutor/Oceanlake
Natasha Tiger	Special Education Teaching Asst II/Newport High
Sarah Baley	Student Support Facilitator/Yaquina View

Coach Hire(s):

Kyle Wolf	Asst Boys Basketball/Toledo Jr-Sr High
Felix Vargas	Asst Boys Basketball/Toledo Jr-Sr High

Resignation(s):

Gladys Carmona	Bilingual Customer Service Coordinator Yaquina View	9/25/2023 – 11/7/2023 Resignation
Alyssa Redmond	Indian Education Coordinator Taft 7-12	10/24/2022 – 11/13/2023 Resignation

9. Action Items
    9.a. Facilities & Maintenance/Transportation/Food Services
        9.a.1. First Student Transportation Contract Extension
10. Items of Information & Discussion
    10.a. Teaching & Learning
        10.a.1. Early Literacy Plan

Lincoln County School District

Early Literacy Success School District Grant Application

Dr. Katie Barrett, Director of Elementary Education

LINCOLN COUNTY
SCHOOL DISTRICT

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Purpose for Presentation

1. To share information about the LCSD Early Literacy Plan as part of the Early Literacy Success District Grant application, as required by the Early Literacy Success Initiative legislation.
2. To provide an opportunity for public comment on the application.
3. To seek board approval for the Early Literacy School District Grant application.

Early Literacy Plan

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

Allocation for this Jumpstart Bienium

2023-2024 $359,490.17

2024-2025 $374,163.24

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Early Learning Program Review

LCSD began implementing our early literacy plan in 2018

- Adoption of Reach for Reading materials (2019)
- ECRI training for all K-2 teachers (2019 to present)
- Explicit Reading Instruction for all 3-5(6) teachers (2023)
- Evidence based Tier II curriculum (2019-present)
- Literacy Specialists in every building
- Approved Dyslexia Teacher Trainer in district
- Acadience Universal Screener and Progress Monitoring
- MTSS Decision rules for Tier II
- PLCs in reading
- Alignment work for PK-3 with Children's Institute

Professional Development & Coaching

- Continue ECRI and Explicit & Systematic PD for all new to LCSD teachers
- Refresh trainings for returning teachers
- Continue yearly Acadience training for all staff who administer the benchmarking and/or progress monitoring
- Coaching training for our Literacy Specialists to increase their skill in working with classroom teachers to refine practices in reading.
- Dedicated time for Literacy Specialists to work with their assistants for successful implementation.
- Dedicated time for Literacy Specialists to be in K-3 classrooms to coach with classroom teachers.

Extended Learning Programs

- K-3 Summer School with focus on reading & writing.

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High-Dosage Tutoring

- All schools have reading intervention time and materials to support students not yet at benchmark.
- Title dollars provide Literacy Specialists and assistants to run intervention groups for the lowest 20% of students at each grade.
- Classroom teachers provide intervention for students above the lowest 20% but still not yet at benchmark.
- All staff are provide with evidence based materials to use with students during intervention.

Research-Aligned Curriculum

- New reading materials adoption process begins in the 24-25 school year for implementation in the fall of 2025.
- Evidence based intervention materials that appear on our Elementary Standard Reading Protocol will be provided for schools yearly.

Communication Plan

- Schools communicate with families through literacy events, site councils, and principal/family events.
- Parents are involved in school Title I plan creation.
- District family information events will include two way communication about our early literacy plan and ask for feedback from families.

Student Growth Assessment

- Acadience Pathways to Progress will be used at winter and spring benchmarking periods to analyze student growth.
- Data will be disaggregated through our Synergy system.

Matching Funds

- Title I: Literacy Specialists, Title Assists, Acadience
- HB3499: Language Acquisition PD and materials
- Title II: PD on PLCs and AVID
- SIA: District Literacy TOSA
- JSK: Summer LIFT

Budget 2023-2024

Professional Development/Coaching	$134,030
Extended Learning	$175,166
Curriculum/Materials	$36,238
Administrative	$14,056
Total	$359,490

Budget 2024-2025

Professional Development/Coaching	$96,171
Extended Learning	$175,166
Curriculum/Materials	$88,196
Administrative	$14,630
Total	$374,163

10.b. Business Services

10.b.1. SIA Grant Agreement & Longitudinal, Performance, and Growth Targets

Lincoln County SD 23-25 LPGTs

Metric	Target Type	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	5 Year Average	5 Year Trend	Meets Minimum N Size	2023-24 Target	2024-25 Target	2025-26 Target	2026-27 Target	2027-28 Target	Additional Information/ Comments
Four Year Cohort Graduation											☐						
Four Year Cohort Graduation	Baseline Target: All Students			83.50%	78.10%	80.65%	57.75%	86.55%	77.30%	-1.40%	☑	85%	87%	89%	91%	93%	All targets are set in alignment with the LCSD Continuous Improvement Plan. Starting point = 83%, estimate of current year rate
Four Year Cohort Graduation	Stretch Target: All Students										☑	90%	93%	> 95%	> 95%	>95%	All targets are set in alignment with the LCSD Continuous Improvement Plan.
Four Year Cohort Graduation	Gap-Closing Target: All Focal Group Students			79.86%	72.33%	76.49%	54.18%	83.27%	73%	-1.10%	☑	82.50%	85%	87.50%	90%	92.50%	All targets are set in alignment with the LCSD Continuous Improvement Plan. Starting point = 80%, estimate of current year rate
Four Year Cohort Graduation	Example: Gap-Closing Target: homeless students										☐						
Four Year Cohort Graduation	(Optional: Add additional student targets by writing over this cell)										☐						
Five Year Cohort Completion											☐						
Five Year Cohort Completion	Baseline Target: All Students			82.35%	87.35%	80.64%	82.96%	80.55%	82.80%	-0.80%	☑	87.60%	88.60%	89.60%	90.60%	91.60%	All targets are set in alignment with the LCSD Continuous Improvement Plan. Starting points
Five Year Cohort Completion	Stretch Target: All Students										☑	88.60%	90.60%	92.60%	94.60%	>95%	All targets are set in alignment with the LCSD Continuous Improvement Plan.
Five Year Cohort Completion	Gap-Closing Target: All Focal Group Students			78.31%	85.31%	75.66%	79.93%	76.80%	79.10%	-0.80%	☑	84.80%	86.30%	87.80%	89.30%	90.80%	All targets are set in alignment with the LCSD Continuous Improvement Plan.
Five Year Cohort Completion	(Optional: Add additional student targets by writing over this cell)										☐						
Five Year Cohort Completion	(Optional: Add additional student targets by writing over this cell)										☐						
9th Grade On-Track											☐						
9th Grade On-Track	Baseline Target: All Students		76.53%	76.96%	78.57%		67.33%	96%			☑	92.50%	93%	93.50%	94%	94.50%	All targets are set in alignment with the LCSD Continuous Improvement Plan. Starting point is current year est. 92%.
9th Grade On-Track	Stretch Target: All Students										☑	93%	94%	95%	> 95%	>95%	All targets are set in alignment with the LCSD Continuous Improvement Plan.

Metric	Target Type	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	5 Year Average	5 Year Trend	Meets Minimum N Size	2023-24 Target	2024-25 Target	2025-26 Target	2026-27 Target	2027-28 Target	Additional Information/ Comments
9th Grade On-Track	Gap-Closing Target: All Focal Group Students		70.04%	69.92%	72.83%		62.55%	96%			☑	87.20%	88.40%	89.60%	90.80%	92%	All targets are set in alignment with the LCSD Continuous Improvement Plan. Starting point is current year est. 86%.
9th Grade On-Track	(Optional: Add additional student targets by writing over this cell)										☐						
9th Grade On-Track	(Optional: Add additional student targets by writing over this cell)										☐						
3rd Grade ELA Proficiency											☐						
3rd Grade ELA Proficiency	Baseline Target: All Students	38.28%	38.75%	37.64%	34.93%			35.69%	37.13%	-0.90%	☑	36.70%	37.70%	39.20%	40.70%	42.20%	All targets are set in alignment with the LCSD Continuous Improvement Plan. 21-22 values are starting points.
3rd Grade ELA Proficiency	Stretch Target: All Students										☑	38.70%	41.70%	44.70%	47.70%	50.70%	All targets are set in alignment with the LCSD Continuous Improvement Plan.
3rd Grade ELA Proficiency	Gap-Closing Target: All Focal Group Students	31.25%	27.31%	22.17%	22.71%			21.13%	25.05%	-2.48%	☑	22.60%	24.10%	26.10%	28.10%	30.10%	All targets are set in alignment with the LCSD Continuous Improvement Plan.
3rd Grade ELA Proficiency	(Optional: Add additional student targets by writing over this cell)										☐			%			
3rd Grade ELA Proficiency	(Optional: Add additional student targets by writing over this cell)										☐						
Regular Attenders											☐						
Regular Attenders	Baseline Target: All Students		70.80%	72.37%	69.66%		44.15%	55.89%	63.03%	-5.80%	☑	56.90%	57.90%	58.90%	59.90%	60.90%	All targets are set in alignment with the LCSD Continuous Improvement Plan. 21-22 values are starting points.
Regular Attenders	Stretch Target: All Students										☑	57.40%	58.90%	60.40%	61.90%	63.40%	All targets are set in alignment with the LCSD Continuous Improvement Plan.
Regular Attenders	Gap-Closing Target: All Focal Group Students		63.07%	65.24%	62.08%		30.59%	43.84%	53.26%	-7.31%	☑	45.10%	46.40%	47.70%	49%	50.30%	All targets are set in alignment with the LCSD Continuous Improvement Plan.
Regular Attenders	(Optional: Add additional student targets by writing over this cell)										☐						
Regular Attenders	(Optional: Add additional student targets by writing over this cell)										☐						
Local Metric:											☐						
Local Metric	Baseline Target: All Students										☐						
Local Metric	Stretch Target: All Students										☐						
Local Metric	Gap-Closing Target: All Focal Group Students										☐						

STATE OF OREGON
GRANT AGREEMENT

"Student Success Act – Student Investment Account"

Grant No. 34414

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education ("Agency") and Lincoln County SD ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

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

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

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

4.2 Grantee's Grant Manager is:

Majalise Tolan
Lincoln County SD
PO Box 1110
Newport, OR 97365-0088

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to $5,135,698.61 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating

deficiencies were corrected.

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

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is a District duly organized and validly existing;

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

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

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

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

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

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

SECTION 9: OWNERSHIP

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

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

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

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

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

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

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and

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

10.3 **Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

10.4 **Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

10.5 **Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

11.1 **Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section)..

11.2 **Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

11.3 **Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

12.1 **Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.

12.2 **Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.

12.3 **Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

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

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

15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed

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

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

SECTION 16: REMEDIES

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

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;

17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;

17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 **By Agency.** Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 **By Grantee.** Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 **Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 **Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 **Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 **Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

19.7 **Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

19.8 **Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

19.9 Intended Beneficiaries. Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

19.10 Assignment and Successors. Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

19.11 Contracts and Subgrants. Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

19.12 Time of the Essence. Time is of the essence in Grantee's performance of the Project activities under this Grant.

19.13 Records Maintenance and Access. Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Common and Customized Framework)
- Exhibit C (Insurance)

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann _____ 11/08/2023
Contracting Officer Date

Lincoln County SD

By: _____ _____
Authorized Signature Date

_____ _____
Printed Name Title

_____
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue _____ November 8, 2023, via email
Assistant Attorney General Date

EXHIBIT A
THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are for two purposes:

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

SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

"**Local Optional Metrics"** means additional Progress Markers toward the Common Metrics included in the Integrated Plan.

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

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

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

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

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

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

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

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

Administrative costs shall not exceed 5% or $500,000, whichever is less, of Grantee's total expenditures. Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

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

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

Subsection 2. Charter School Relationships

For each charter school applying for SIA Funds with the Grantee, please indicate the type of relationship you have: Either Fully Administered or Partially Administered.

Indicate Fully Administered if the Charter will be fully embedded within the Grantee's Integrated Plan and Budget

Indicate Partially Administered if the Grantee will provide broad fiscal and monitoring oversight, but the Charter will act largely independently.

Charter School(s)		
	☐Fully Administered	☐Partially Administered
	☐Fully Administered	☐Partially Administered
	☐Fully Administered	☐Partially Administered
	☐Fully Administered	☐Partially Administered
	☐Fully Administered	☐Partially Administered
	☐Fully Administered	☐Partially Administered

For Fully Administered Charters, all reporting must be done through the Grantee's reporting dashboard.

For Partially Administered Charters, the Grantee shall ensure that the Charter maintains its own Integrated Plan and Budget and reports progress separately on the Charter's reporting dashboard.

SECTION IV – REPORTING REQUIREMENTS

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

Financial Reports

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency.

Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the performance period.

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

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

Integrated Plan Performance Reporting

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

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

SIA Grant Monitoring

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

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

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

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

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

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

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

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

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

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

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

October 31

January 31

April 30

November 30 (Annual Report)

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

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

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

EXHIBIT B
COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK
LINCOLN COUNTY SD

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

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

A. "Start to See: Early Signs of Progress" Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?

B. "Gaining Traction: Intermediate Changes" Based on your investments and activities, are you seeing any of these impacts?

C. "Profound Progress: Substantial and Significant Changes" Based on your investments and activities, are any of these more transformational changes noticeable?

A. Start to See: Early Signs of Progress

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

B. Gaining Traction: Intermediate Changes

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

C. Profound Progress: Substantial and Significant Changes

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

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

SECTION II – FINALIZED CO-DEVELOPED LPGTS

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

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	**85.00%**	**87.00%**	**89.00%**	**91.00%**	**93.00%**
Stretch Target: All Students	**90.00%**	**93.00%**	**>95.00%**	**>95.00%**	**>95.00%**
Gap-Closing Target: All Focal Group Students	**82.50%**	**85.00%**	**87.50%**	**90.00%**	**92.50%**
Five Year Cohort Completion					
Baseline Target: All Students	**87.60%**	**88.60%**	**89.60%**	**90.60%**	**91.60%**
Stretch Target: All Students	**88.60%**	**90.60%**	**92.60%**	**94.60%**	**>95.00%**
Gap-Closing Target: All Focal Group Students	**84.80%**	**86.30%**	**87.80%**	**89.30%**	**90.80%**

9th Grade on-Track					
Baseline Target: All Students	**92.50%**	**93.00%**	**93.50%**	**94.00%**	**94.50%**
Stretch Target: All Students	**93.00%**	**94.00%**	**95.00%**	**>95.00%**	**>95.00%**
Gap-Closing Target: All Focal Group Students	**87.20.%**	**88.40%**	**89.60%**	**90.80%**	**92.00%**
3rd Grade ELA Proficiency					
Baseline Target: All Students	**36.70%**	**37.70%**	**39.20%**	**40.70%**	**42.20%**
Stretch Target: All Students	**38.70%**	**41.70%**	**44.70%**	**47.70%**	**50.70%**
Gap-Closing Target: All Focal Group Students	**22.60.%**	**24.10%**	**26.10%**	**28.10%**	**30.10%**
Regular Attenders					
Baseline Target: All Students	**56.90%**	**57.90%**	**58.90%**	**59.90%**	**60.90%**
Stretch Target: All Students	**57.40%**	**58.90%**	**60.40%**	**61.90%**	**63.40%**
Gap-Closing Target: All Focal Group Students	**45.10%**	**46.40%**	**47.70%**	**49.00%**	**50.30%**

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

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

	2023-24	2024-25	2025-26	2026-27	2027-28
Local Optional Metrics					
Baseline Target: All Students					
Stretch Target: All Students					
Gap-Closing Target: All Focal Group Students					

EXHIBIT C
INSURANCE

INSURANCE REQUIREMENTS

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

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

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

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

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

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

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

EXCESS/UMBRELLA INSURANCE

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

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

ADDITIONAL INSURED

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

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

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

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

10.c. Facilities & Maintenance/Transportation/Food Services

10.c.1. RFP - Taft Turf Field

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
12/12/2023

TOPIC: TAHS Football Turf Field

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Request for Proposal will go out to bid on November 29 to DJC and Oregonbuys
Rich will present to the board on December 12, 2023
Request for Proposal due December 20, 2023
Board award January 9, 2024
Project starts May 1, 2024 - weather permitting
Done by August 1, 2024

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☐ No ☐

9/20/13 lku

10.d. Board

10.d.1. Public Comment (This time is reserved for general public comment to the Board)

10.e. Other

10.e.1. Reminders/Announcements

10.e.2. Meeting Takeaways

10.f. Adjournment

Board Goals 2024-2029

GOAL ONE: Lincoln County School District will establish and meet high expectations for student achievement.

GOAL TWO: Lincoln County School District will create equitable, diverse, inclusive, and accessible learning environments across the district within a framework of excellence in education.

GOAL THREE: LCSD will provide for the long term health and welfare of our facilities and finances, focusing on accessibility, technological innovation, and purposeful utilization.

GOAL FOUR: Lincoln County School District will strengthen community relationships through communication and engagement with staff, students, families, and community partners.

Lincoln County School District Equity Team
Land Acknowledgement Statement

We ask that you take a moment to stop what you are doing, to listen to these words as we recognize the land that we currently inhabit. No matter where each of us is physically located in Lincoln County, we must understand that we are on traditional homelands and unceded territories of indigenous peoples. Where we live in Lincoln County, these are the ancestral homelands for the Confederated Tribes of Siletz Indians.

Lincoln County School District acknowledges the Confederated Tribes of Siletz Indians that consists of over 30 bands originating from Northern California to Southern Washington. The Confederated Tribes of Siletz Indians currently occupy and manage 9,310 acres located here in Lincoln County but is a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation. We must remember the people of the Confederated Tribes of Siletz Indians are and will forever be the first stewards of this land, water, and fish.

We acknowledge and recognize the continued sovereignty of the Confederated Tribes of Siletz Indians and honor their ancestral homelands. We are committed to bringing awareness to their history and the existence of the Confederated Tribes of Siletz Indians since time immemorial.

NON-DISCRIMINATION: Lincoln County Schools do not discriminate nor tolerate discrimination on the basis of an individual's race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age or because of the race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age of any other persons with whom the individual associates.