Amendment No. 2 to Grant No. 13684

This is Amendment No. 2 to. 13684, effective July 1, 2020 (as amended from time to time, the "Grant"), between the State of Oregon, acting by and through its Department of Education ("Agency") and Medford SD 549C ("Grantee") each a "Party" and together, the "Parties". This Amendment is effective July 1, 2021 when signed by all Parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

WHEREAS, the Parties initially entered into this Grant with the intent to develop and implement their SIA Plan;

WHEREAS, due to multiple challenges, including COVID-19, the "Foundational Year" term did not allow for the Parties to implement their SIA Plan in the manner intended; and

WHEREAS, the Parties mutually agree and intend to amend and restate the Grant as allowed under the "Act" to continue the Project as originally intended; and

WHERAS, the Parties mutually agree and intend to fund the Project from July 1, 2021 to June 30, 2022; and

WHEREAS, the Parties mutually agree and intend to extend the Foundational Year and Project through June 30, 2023, pending the allocation of funds;

THE PARTIES HEREBY amend this Grant as specified below and restate the Grant in its entirety to extend the "Foundational Year" for the 21-23 biennium and provide additional funding to cover the 21-22 school year for the purposes described in Section 9 of the "Act".

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Grant is amended as follows:

   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 January 1, 2020 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~June 30, 2021~~ **September 30, 2022**.

2. Section 4 of the Grant is amended as follows:

   SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

~~Rachael Moser~~ **Cassie Medina**
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
SIAinfo@ode.state.or.us

3. Section 5 of the Grant is amended as follows:

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending ~~September 30, 2021~~ **September 30, 2022.** (the "Performance Period").

4. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee **the for each year of the Project ("Grant Year") the following amounts ("Grant Funds"):** ~~up to $3,675,477.93("Grant Funds") for the Project.~~

- **For Grant Year 1 (July 1, 2020 –September 30, 2021) up to $3,675,477.93**
- **For Grant Year 2 (July 1, 2021 – September 30, 2022) up to $10,699,241.88**
- **A total allocation of $14,374,719.81**

The Grantee shall provide to the eligible district-sponsored charter school(s) support for their SIA plan in accordance with the terms and conditions of the locally executed district-charter agreement. If applicable, the Grantee shall disburse funding to their Charter from monies available through its SIA Grant Allocation. Funds received by the Charter under this Amendment may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period.

Agency will pay the Grant Funds from monies available through its Student Investment Account ("Funding Source").

5. Exhibit A of the Grant is amended as indicated in the attached revised Exhibit A. The amendments to Exhibit A shall be effective as of July 1, 2021 and shall apply to all Project activities performed under the Project on or after that date. The version of Exhibit A in effect prior to this Amendment shall apply to all activities performed under the Grant on or before June 30, 2021.

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Education

By: _____ 1/9/2022

Contracting Officer Date

Medford SD 549C

By: _____ January 4, 2022

Authorized Signature Date

Bret Champion Superintendent

Printed Name Title

93-6000519

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue December 13, 2021

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 SIA Plan and are allowable uses of the Grant Funds under the Act.

"Baseline Targets" means the minimum expectations for improvement set forth in the SIA 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 give**n** 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.

"Foundational Year" means the first year of Grantee's three-year SIA Plan**, extended through September 30, 2023 due to extenuating circumstances related to the COVID-19 pandemic**.

"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 SIA Plan, based on the December 2019 "Guidance for Eligible Applicants".

"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 SIA Plan.

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

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

"**Progress Markers"** means sets of indicators set forth in the SIA 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 LPGT**s**.

"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.

"SIA Plan" means the plan developed and implemented by Grantee that focuses on increasing academic achievement and, reducing academic disparities for identified student groups, and meeting students' mental and behavioral health needs.

"Stretch Targets" means significant improvement set forth in the SIA 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

This Grant Agreement is for the Foundational Year only.

Subsection 1. Continuous SIA Plan Implementation

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

At the start of the 2020-2021 School Year, Grantee must begin to implement its SIA Plans. **For the rest of the Foundational Year, Grantee shall continue to implement its SIA Plans.**

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

(e) Administrative costs shall not exceed 5 percent (5%) or $500,000, whichever is less, of the Grantee's total expenditures. Any administrative costs incurred by the Charter must be accounted for within the Grantee's limit of 5 percent or $500,000, whichever is less. Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

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

Subsection 2. Foundational Year SIA Plan Refinement and Extension

During the Foundational Year, Grantee must re-visit ~~each aspect of~~ its SIA Plan and engage with Focal Student Groups, families, staff and community to develop a ~~four~~ **three**-year SIA Plan **update** that will extend ~~from 2021-2024~~ **through the end of the Foundational Year** ~~with two biannual implementation periods~~.

Grantee must**, at the timeline communicated by Agency,** also revisit its LPGT**s** and develop Baseline Targets and Stretch Targets for each of the five Common Metrics and develop Gap Closing Targets that Focal Student Groups will be expected to meet over a **two-year** ~~five-year~~ period. **Grantee also may develop targets related to student mental and behavioral health needs.**

~~As part of the application process for follow-up funding to this Foundational Year Grant,~~ Grantee must work with Agency to co-develop LPGT**s**, Progress Markers and Optional Local Metrics **during the 2021-22 school** year ~~in the spring and summer of 2021~~.

Subsection 3. 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 SIA 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)		
Madrone Trail	☐**Fully Administered**	☑**Partially Administered**
LOGOS	☐**Fully Administered**	☑**Partially Administered**
Valley School of SO	☐**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 SIA 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.

In accordance with the terms and conditions of the locally executed district-charter agreement, the Grantee shall ensure financial and programmatic reporting is complete for each SIA eligible charter.

Financial Reports

Beginning in ~~January~~ **October** of 2021 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~~**90** days after the end of the fiscal year.

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~~, 2021~~ **of each Grant Year** must be returned to Agency for deposit in the Student Investment Account. ~~If Grantee has not used all of its Grant Funds by June 30, 2021, Grantee may submit a request to Agency no later than June 15 for an extension until September 30, 2021 to use the Grant Funds. The Agency may approve the request at its discretion based upon a determination as to whether the extension and proposed use constitute Allowable Project Costs that further Grantee's SIA Plan or targets.~~

SIA Plan Performance Reporting

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

Beginning in ~~January~~ **October** of 2021 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its SIA 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. The yearly report will be due no later than ~~60~~**90** days after the end of the fiscal year.

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; SIA 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 **during each Grant Year** as outlined below:

Disbursement Date	**Quarterly Amount**
~~October 1, 2020~~ **July 1**	~~40%~~ **25% of funds allocated for Grant Year**
~~January 1, 2021~~ **October 1**	~~30%~~ **25% of funds allocated for Grant Year**
~~April 1, 2021~~ **January 1**	~~30%~~ **25% of funds allocated for Grant Year**
April 1	**25% of funds allocated for Grant Year**

*If this Grant is not fully executed by ~~October 1, 2020~~ **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.

Grantee must submit its financial and performance progress reports ~~on~~ **by** the following dates **in each Grant Year**:

October 31
January 31~~, 2021~~
April 30~~, 2021~~
September ~~August~~ **30**~~, 2021~~ **(**~~Yearly~~ **Annual Report)**

EXHIBIT B
COMMON AND CUSTOMIZED FRAMEWORK
MEDFORD SD 549C

SECTION I – PROGRESS MARKERS FOR SCHOOL YEARS 2020-2021 AND 2021-2022

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. 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. "Expect to see" progress makers represent initial, easy to achieve changes that indicate a recognition of and commitment to SIA plan goals.

B. "Would like to see" progress markers represent longer term likely changes and indicate more active learning and engagement.

C. "Would love to see" progress markers describe the kinds of profound changes ideal for any program or investment to make or contribute towards. Note: In this first year, this would be unusual to see.

A. Expect to see

1	Every school recognizes and honors the strengths that educators, students and their families bring to the educational experience through active and consistent community engagement.
2	An equity lens is in place, adopted, and woven through all policies, procedures and practices.
3	Data teams are forming, and they frequently review data that inform a school's decision-making processes, including barriers to engagement and attendance.[40]
4	Schools and districts have an inventory of literacy assessments, tools, and curriculum being used.
5	Increased communication exists between educators and families about student growth, literacy trajectory, areas for improvement, and individualized supports are provided.
6	Schools and districts co-develop and communicate a shared understanding (among educators, students, families and community members) of what it means to be on track by the end of the 9th Grade.

B. Would like to see

[40] Providing sufficient time for teachers and staff to review data is an eligibility requirement for High School Success (Measure 98) funding in high schools. This suggests the value of that practice when well designed for all developmental levels. Duplication in focus is acceptable and strategic in this case. Funds should be braided but grantees can't use funding for the same purpose with both initiatives.

7	Every school has effective foundational learning practices in place including safe, welcoming classroom environments, social-emotional learning, trauma-informed practices, behavioral supports, and culturally sustaining practices.
8	Educators use student-centered approaches to foster student voice, reinforce student engagement and motivation, and increase academic achievement.
9	Dedicated time for professional learning and evaluation tools are in place to see if policies/procedures are adequately meeting the needs of students.
10	Comprehensive literacy strategies, including professional development plans for educators, are documented and communicated to staff, students (developmentally appropriate), and families.
11	An audit of 9th grade course scheduling is conducted, accounting for student core and support course placement, and disaggregated by student focal groups.[41]
12	Schools strengthen partnerships with active community organizations and partners, including local public health, businesses, faith communities, tribal leaders, and others.

C. Would love to see

13	Educators have a balanced assessment system in place to help them identify student learning in the areas of reading, writing, research, speaking, and listening that are clearly connected to Oregon's English Language Arts and Literacy Standards.
14	School districts have a process to identify and analyze the barriers that disconnect students from their educational goals and/or impede students from graduating on time[42].
15	Students have avenues to share and communicate their dreams and aspirations at all levels, including a clear picture of the contributions and next steps they plan to take after they graduate from high school.

SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)

NA

[41] Again, this is intentionally aligned with High School Success goals and best practices. Changes in progress that might come in part from SIA investments and in part from HSS investments are acceptable to include as "contributions to change" as what we are most interested in is that change is occurring and learning from what is unfolding.

[42] ODE considered and received substantial but mixed feedback about the value of mapping the math strategy, and while we chose not to include formally, SIA recipients are encouraged to review the literature and develop an understanding of what Math proficiency is, what it looks like for students and how shared competencies are taught in 9th grade Math.