



# Central School District 13J

## Regular Board Meeting

Published on November 21, 2025 at 4:05 PM PST  
Amended on November 25, 2025 at 11:18 AM PST

---

### Date and Time

Monday December 1, 2025 at 6:30 PM PST

### Location

Henry Hill Educational Support Center  
750 S. Fifth St., Independence, OR 97361  
Hawk Hall

---

### Agenda

|   | Presenter | Time           |
|---|-----------|----------------|
| <b>I. Opening Items</b>                 |           | <b>6:30 PM</b> |
| <b>A.</b> Record Attendance             |           | 1 m            |
| <b>B.</b> Call the Meeting to Order     |           |                |
| <b>C.</b> Flag Salute                   |           | 5 m            |
| <b>D.</b> Adoption of the Agenda        |           | 5 m            |
| <b>II. Communication from the Floor</b> |           |                |

Presenter

Time

The Board of Directors welcomes public input. If you would like to address the board, please follow these steps: Please sign up for public comment by using this Google Form. You may also fill out a form before the meeting in person. Speaker's comments are limited to three minutes. The board welcomes additional information in writing at [info@central.k12.or.us](mailto:info@central.k12.or.us). If you are in need of a translator, please email [info@central.k12.or.us](mailto:info@central.k12.or.us). Oregon law prohibits the board from discussing specific employees or their job performance. For more information and guidance about addressing the Board of Directors, please see Board Policy BDDH. Subtitles for those who are hard of hearing or who speak a language other than English are available on the YouTube site.

Si necesita asistencia de un traductor por favor envíe un correo electrónico a:

[info@central.k12.or.us](mailto:info@central.k12.or.us)

**III. Standing Reports 6:41 PM**

**A.** Personnel Report - FTE staffing, 5-year report Brian Flannery 5 m

**B.** Data report: Attendance, Discipline

**IV. Superintendent's Report 6:46 PM**

**A.** Policy 1st Reading 5 m

OSBA released policy updates in August.

**B.** Superintendent Updates 5 m

Updates on State and Federal funding.

**V. Board Report**

The board will meet for its PLC on December 15 at 4-6:30 p.m. We will be meeting at Henry Hill District Office.

The next regular board meeting is January 12 at 6:30 p.m. This is the second Monday of the month.

**VI. Consent Agenda 6:56 PM**

The consent agenda is meant for items of a routine nature to pass as a whole without discussion. Should any board member wish to discuss any item on the consent agenda,

Presenter

Time

they may remove an item without a vote or motion. That item then may be discussed separately, and moved to the business agenda where appropriate.

A. Approval of Minutes

5 m

B. Policy - 2nd reading

**VII. Business Agenda**

**7:01 PM**

A. Approval of SSA-SIA Grant Agreement

5 m

**VIII. Executive Session**

**7:06 PM**

A. Executive Session 192.660 (2)(e) - CLOSED to the public

Under the provisions of ORS 192.660, Open Meeting Law, the Board of Directors will enter executive session for the following purpose:

To conduct deliberations to negotiate real property transactions. (ORS 192.660(2)(e))

Specific information discussed in executive session shall not be made public and shall remain undisclosed.

**IX. Closing Items**

**7:06 PM**

A. Board Comments

5 m

B. Items for Action at Future Meetings

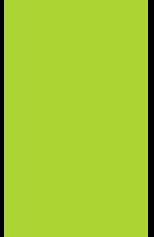
5 m

C. Adjourn Meeting

# Coversheet

## Personnel Report - FTE staffing, 5-year report

**Section:** III. Standing Reports  
**Item:** A. Personnel Report - FTE staffing, 5-year report  
**Purpose:**  
**Submitted by:**  
**Related Material:** DEC HR Board Report 2025-26 FTE Staffing multi year look.pdf



# December 1, 2025 School Board Meeting: 5 year Staffing Report

# District at a Glance:

## FTE Staffing elementary levels- ACES

(In parenthesis is the FTE number versus the number of staff members.)

|                      | 2021-22 | 2022-23 | 2023-24       | 2024-2025  | 2025-2026  |
|----------------------|---------|---------|---------------|------------|------------|
| ACES Total:          | 51      | 55      | 54<br>(51.75) | 49 (47.75) | 56 (53.08) |
| Administrative Staff | 2       | 2       | 2 (2)         | 2 (2)      | 2 (2)      |
| Classified Staff     | 20      | 24      | 24<br>(21.75) | 22 (20.75) | 28 (25.28) |
| Licensed Staff       | 29      | 29      | 28 (28)       | 25 (25)    | 26 (25.8)  |

# District at a Glance:

## FTE Staffing elementary levels-IES

(In parenthesis is the FTE number versus the number of staff members.)

|                             | 2021-22   | 2022-23   | 2023-24           | 2024-25           | 2025-26           |
|-----------------------------|-----------|-----------|-------------------|-------------------|-------------------|
| <b>IES Total:</b>           | <b>48</b> | <b>49</b> | <b>50 (48.83)</b> | <b>50 (48.68)</b> | <b>54 (50.41)</b> |
| <b>Administrative Staff</b> | <b>2</b>  | <b>2</b>  | <b>2 (2)</b>      | <b>2 (2)</b>      | <b>2 (2)</b>      |
| <b>Classified Staff</b>     | <b>19</b> | <b>24</b> | <b>23 (21.83)</b> | <b>24 (22.68)</b> | <b>30 (26.41)</b> |
| <b>Licensed Staff</b>       | <b>27</b> | <b>23</b> | <b>25 (25)</b>    | <b>24 (24)</b>    | <b>22 (22)</b>    |

# District at a Glance:

## FTE Staffing elementary levels-MES

(In parenthesis is the FTE number versus the number of staff members.)

|                             | 2021-22   | 2022-23   | 2023-24           | 2024-25           | 2025-26           |
|-----------------------------|-----------|-----------|-------------------|-------------------|-------------------|
| <b>MES Total:</b>           | <b>63</b> | <b>68</b> | <b>73 (69.67)</b> | <b>58 (55.28)</b> | <b>60 (55.92)</b> |
| <b>Administrative Staff</b> | <b>2</b>  | <b>2</b>  | <b>2 (2)</b>      | <b>2 (2)</b>      | <b>2 (2)</b>      |
| <b>Classified Staff</b>     | <b>32</b> | <b>34</b> | <b>39 (36.17)</b> | <b>29 (26.28)</b> | <b>32 (27.92)</b> |
| <b>Licensed Staff</b>       | <b>29</b> | <b>32</b> | <b>32 (31.5)</b>  | <b>27 (27)</b>    | <b>26 (26)</b>    |

# District at a Glance:

## FTE Staffing Middle School- TMS

(In parenthesis is the FTE number versus the number of staff members.)

|                             | 2021-22   | 2022-23   | 2023-24           | 2024-25           | 2025-26           |
|-----------------------------|-----------|-----------|-------------------|-------------------|-------------------|
| <b>TMS Total:</b>           | <b>68</b> | <b>75</b> | <b>79 (74.26)</b> | <b>78 (75.00)</b> | <b>80 (74.93)</b> |
| <b>Administrative Staff</b> | <b>2</b>  | <b>2</b>  | <b>3 (3)</b>      | <b>3 (3)</b>      | <b>3 (3)</b>      |
| <b>Classified Staff</b>     | <b>25</b> | <b>30</b> | <b>34 (29.01)</b> | <b>32 (29.25)</b> | <b>35 (30.68)</b> |
| <b>Licensed Staff</b>       | <b>41</b> | <b>43</b> | <b>44 (42.25)</b> | <b>43 (42.75)</b> | <b>41 (40.25)</b> |

# District at a Glance:

## FTE Staffing High School- CHS



(In parenthesis is the FTE number versus the number of staff members.)

|                      | 2021-22 | 2022-23 | 2023-24      | 2024-25    | 2025-26    |
|----------------------|---------|---------|--------------|------------|------------|
| CHS Total:           | 108     | 110     | 112 (106.21) | 100 (97.8) | 99 (93.85) |
| Administrative Staff | 4       | 4       | 4 (4)        | 4 (4)      | 4 (4)      |
| Classified Staff     | 47      | 46      | 47 (43.10)   | 40 (38.18) | 42 (37.74) |
| Licensed Staff       | 57      | 60      | 61 (59.11)   | 56 (55.61) | 53 (52.11) |

# District at a Glance:

## FTE Staffing District Office

(In parenthesis is the FTE number versus the number of staff members.)

|                               | 2021-22   | 2022-23   | 2023-24           | 2024-25           | 2025-26           |
|-------------------------------|-----------|-----------|-------------------|-------------------|-------------------|
| <b>District Office Total:</b> | <b>45</b> | <b>52</b> | <b>87 (77.98)</b> | <b>80 (72.45)</b> | <b>90 (78.82)</b> |
| <b>Administrative Staff</b>   | <b>8</b>  | <b>10</b> | <b>11 (11)</b>    | <b>9 (9)</b>      | <b>7 (7)</b>      |
| <b>Classified Staff</b>       | <b>20</b> | <b>23</b> | <b>54 (46.38)</b> | <b>56 (48.95)</b> | <b>65 (54.42)</b> |
| <b>Licensed Staff</b>         | <b>10</b> | <b>12</b> | <b>15 (13.60)</b> | <b>8 (7.5)</b>    | <b>12 (11.4)</b>  |
| <b>Conf/Supv Staff</b>        | <b>7</b>  | <b>7</b>  | <b>7 (7)</b>      | <b>7 (7)</b>      | <b>6 (6)</b>      |

# District at a Glance:

## FTE Staffing districtwide



(In parenthesis is the FTE number versus the number of staff members.)

|                                 | 2021-22    | 2022-23    | 2023-24             | 2024-25             | 2024-2025<br>Budgeted<br>Positions | 2025-2026               |
|---------------------------------|------------|------------|---------------------|---------------------|------------------------------------|-------------------------|
| <b>Districtwide<br/>Total:</b>  | <b>408</b> | <b>433</b> | <b>456 (427.7)</b>  | <b>414 (391.97)</b> | <b>457 ( 439.51)</b>               | <b>439<br/>(407.02)</b> |
| <b>Administrative<br/>Staff</b> | <b>21</b>  | <b>22</b>  | <b>24 (24)</b>      | <b>22 (22)</b>      | <b>23 (23)</b>                     | <b>20 (20)</b>          |
| <b>Classified Staff</b>         | <b>187</b> | <b>205</b> | <b>220 (198.24)</b> | <b>203 (188.11)</b> | <b>233 ( 215.67)</b>               | <b>232(202.45)</b>      |
| <b>Licensed Staff</b>           | <b>193</b> | <b>199</b> | <b>205 (199.46)</b> | <b>182 (181.84)</b> | <b>194 ( 193.84)</b>               | <b>180(177.56)</b>      |
| <b>Conf/Supv Staff</b>          | <b>7</b>   | <b>7</b>   | <b>7 (7)</b>        | <b>7 (7)</b>        | <b>7 (7)</b>                       | <b>6 (6)</b>            |

# CSD13J VACANCIES

## WEBSITE:

<https://www.central.k12.or.us/departments/human-resources/careers>

# CSD13J VACANCIES

| Licensed                                      | Classified                                 |
|---|--|
| Elementary Teacher - ACES (1)                 | Campus Monitor - IES (1)                   |
| Special Ed. Teacher - IES (1)                 | Student Van Driver (1)                     |
| Elementary Teacher Pool                       | SPED IA III - IES (1) SPED IA IV - CHS (1) |
| Temp. Long-Term Special Ed. Teacher - IES (1) | Bus Monitor (1)                            |
| Speech Language Pathologist (1)               | Custodian - CHS (1)                        |
|   | Admin. Assistant I - (1)                   |
|   | Before and After School Coordinator - (1)  |
|   | Instructional Assistant IV - MES (1)       |
|   | High School Student - Tutor/Mentor (1)     |
|   | Bus Driver (1) Sub: Bus Driver - (1)       |
|   | Crossing Guard (1)                         |
|   | ASL Interpreter (1)                        |

# Coversheet

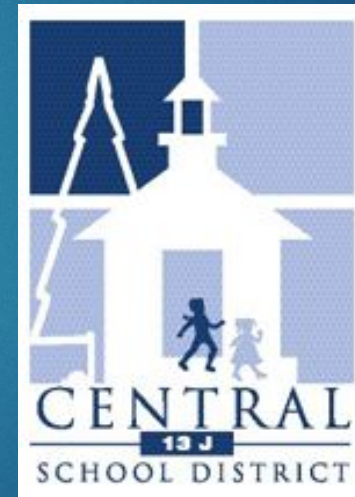
## Data report: Attendance, Discipline

**Section:** III. Standing Reports  
**Item:** B. Data report: Attendance, Discipline  
**Purpose:**  
**Submitted by:**  
**Related Material:** December2025\_PerformanceMetrics (1).pdf



# CSD13J

CSD13J Board Meeting December 2025





# December 1, 2025 School Board Meeting Long-Term Performance Metrics Report

# CSD13J Mission

Building an inclusive culture of belonging and learning for the success of the whole child, whole educator, and whole community.

# CSD13J Strategic Plan Scorecard

| GOAL           | Student Growth and Achievement  | Family Involvement  | Community Partnership   | Staff Leadership and Continuous Improvement  |
|----------------|---|---|---|--|
| VISION         | <p>Every Student is engaged, supported, challenged, and prepared as a whole child with the skills and character to achieve and be successful in school, career, college, and community.</p> | <p>Central School District 13J fosters a relationship where every family is actively involved in their child's education, and feels welcome, supported, safe, and valued.</p> | <p>Partners engage in collaboration with Central School District 13J to cultivate student success for a safe, healthy, prosperous, and inclusive community.</p>                             | <p>Staff engage in student-centered decision making, problem solving, professional development, focused on continuous improvement and growth, where shared purpose, teamwork, respect, and trust drive decisions.</p>                    |
| HOW WE MEASURE | <p>Attendance<br/>9th grade on track<br/>Math and EL growth and achievement<br/>Discipline<br/>Participation in activities, honors, CTE<br/>English language growth<br/>Graduation</p>      | <p>Increase volunteers<br/>Culture and Climate Surveys<br/>Attendance<br/>9th grade on track<br/>Discipline<br/>Participation in activities, honors, CTE</p>                  | <p>Increase volunteers<br/>Youth surveys<br/>Participation in activities, honors, CTE<br/>Culture and Climate Surveys<br/>Contracts with partners<br/>Acceptance/Industry Certification</p> | <p>Culture and Climate Surveys<br/>9th grade on track<br/>Math and EL growth and achievement<br/>Discipline<br/>Participation in activities, honors, CTE<br/>Graduation<br/>Youth surveys<br/>Professional development opportunities</p> |
| STRATEGIES     | <p>Student feedback<br/>Student attendance<br/>Common assessments<br/>Behavioral incidents<br/>English Language Development<br/>Student counseling<br/>Credit recovery</p>                  | <p>Family feedback - chats and surveys<br/>Community feedback<br/>Communication with families<br/>Volunteer participation<br/>Parent-Teacher Organizations</p>                | <p>Partnerships - corporate/nonprofit/government<br/>Community-wide surveys</p>   | <p>Provide professional development opportunities<br/>Staff surveys<br/>Staff chats/feedback<br/>Meet and confer<br/>Data teams</p>  |

# Data Overview - 2025-26 SY

- ▶ **Regular Attendance**
  - ▶ September, October & November
- ▶ **Discipline (Suspensions & Expulsions)**
  - ▶ September, October & November



# Attendance 2025-26 SY Data

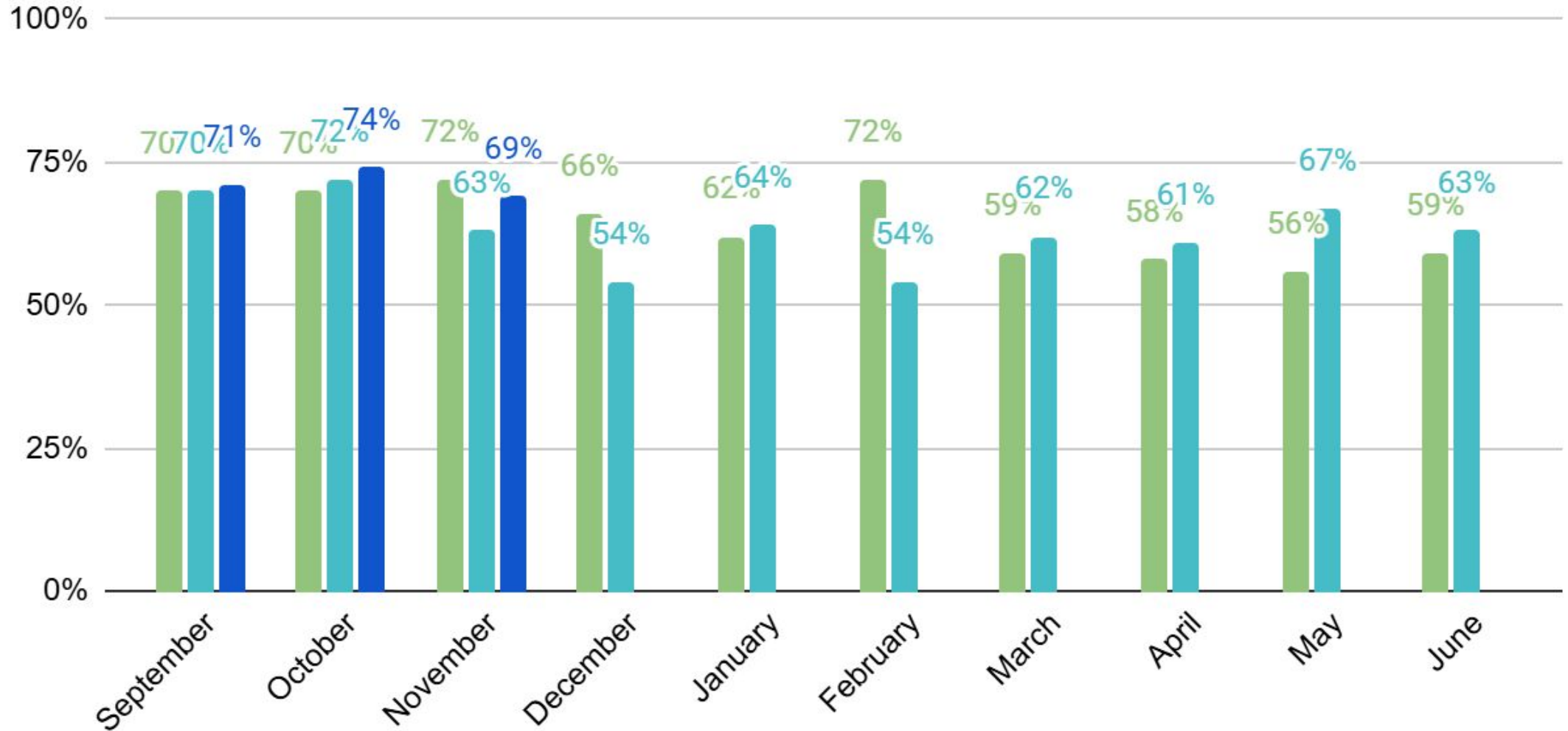
# District Performance Goal

## Performance goals:

- ▶ We will increase student regular attenders to 85 percent or more for all students, K-12, by 2025.
- ▶ Focal Group: Students Experiencing Disabilities will attend school regularly 80 percent or more of the time.
- ▶ Focal Group: Students Economically disadvantaged will attend school regularly 80 percent or more of the time.

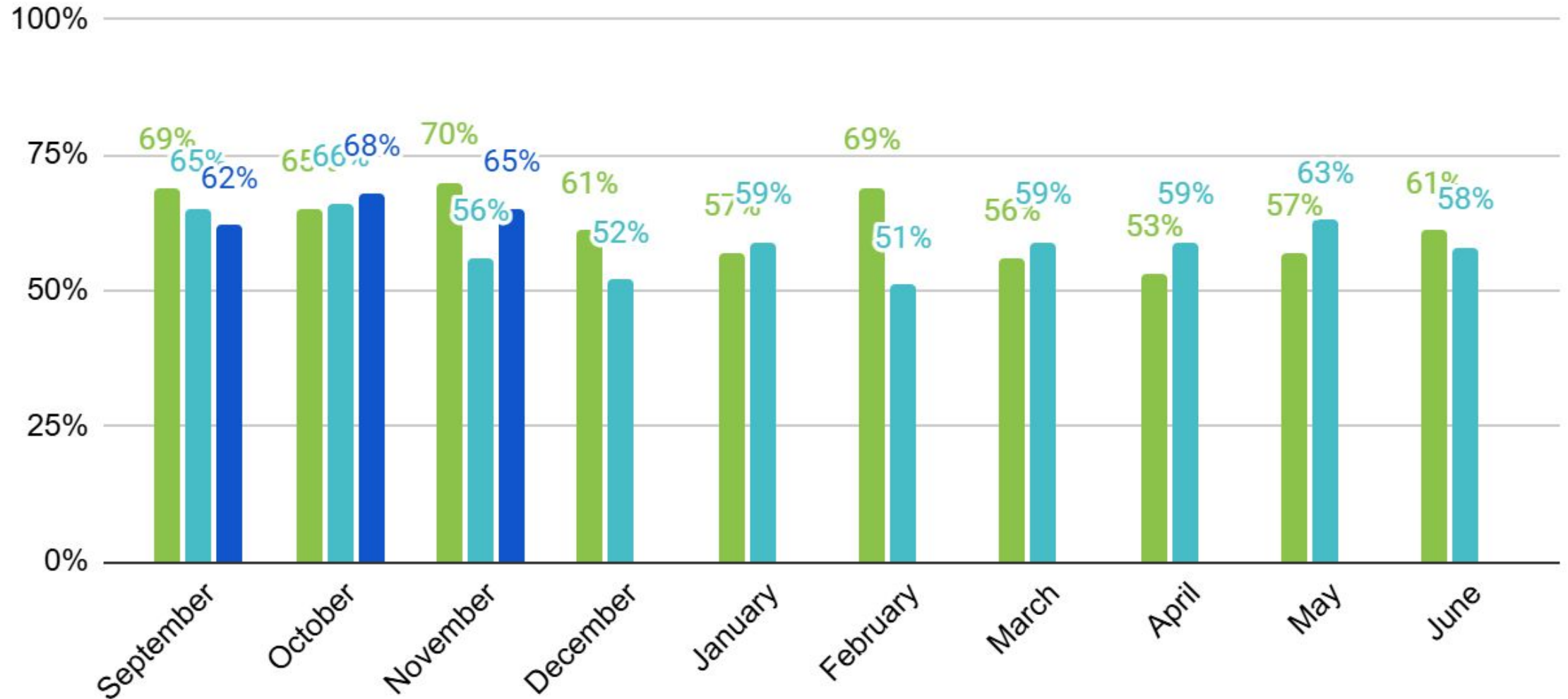
# TOTAL DISTRICT Percentage Who Attended Regularly

2023-2024    2024-2025    2025-2026

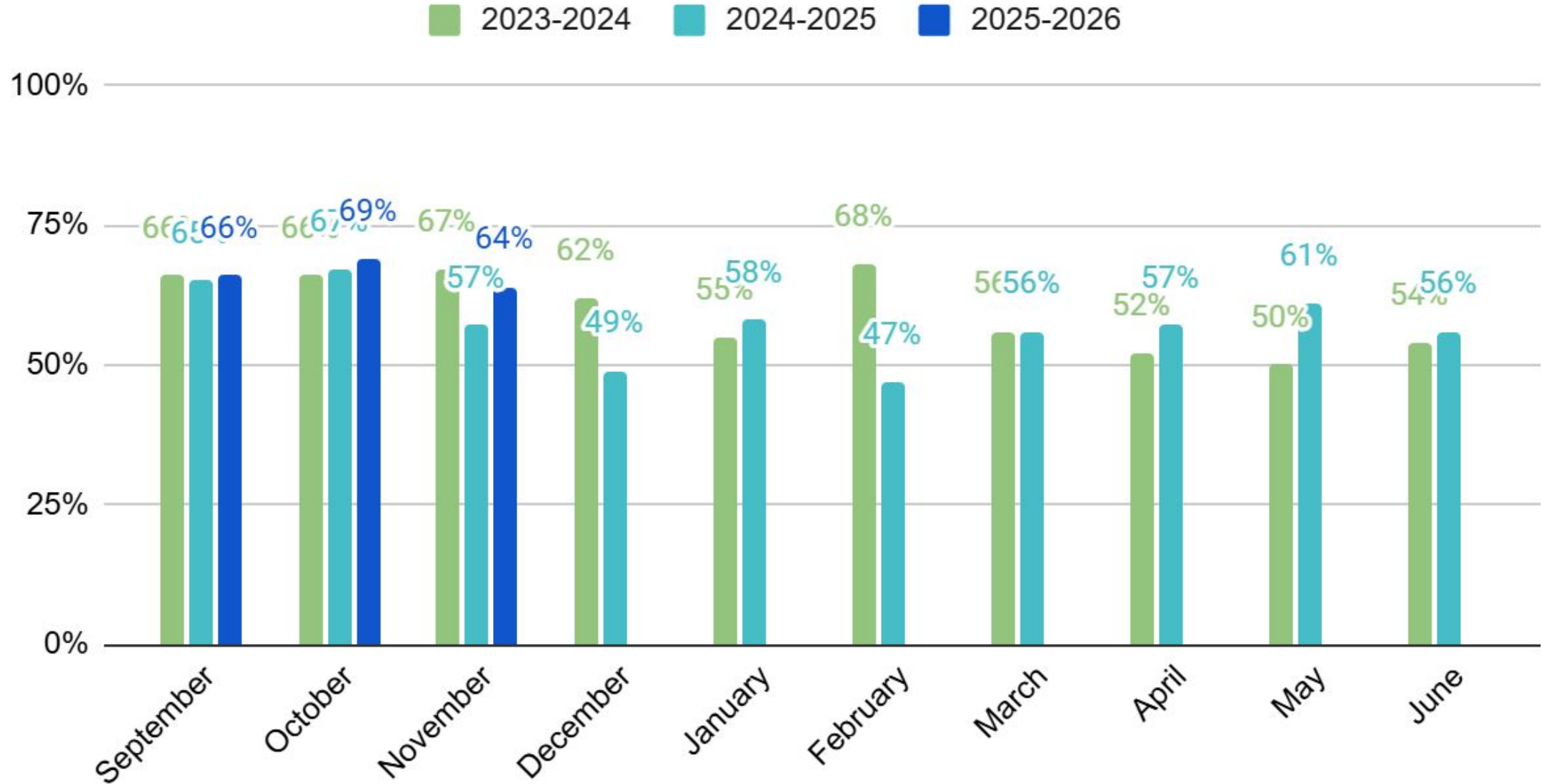


# STUDENTS WITH DISABILITIES Percentage Who Attended Regularly

2023-2024    2024-2025    2025-2026



# ECONOMICALLY DISADVANTAGED STUDENTS Percentage Who Attended Regularly



# 25-26 Strategies/Action Steps

- ▶ Continue to develop/establish welcoming environments for students, staff and families
  - ▶ Assemblies recognizing students
  - ▶ Staff greeting students at the door
  - ▶ Consistent communication with families
- ▶ Strong classroom engagement
  - ▶ Hands-on learning
  - ▶ Making learning relevant
  - ▶ Student voice and choice
  - ▶ Group work
- ▶ Recognition of students with strong regular attendance as well as students who improve their regular attendance
- ▶ Communication to families and the community on the importance of regular attendance in school to support student academic and social growth and achievement.
  - ▶ Phone calls to check in on students (teachers and buildings)
  - ▶ Home visits to encourage students to be at school the next day!
  - ▶ Attendance tracking tools for families to track attendance each week/each month
  - ▶ Weekly attendance postcards to families (October 2025)



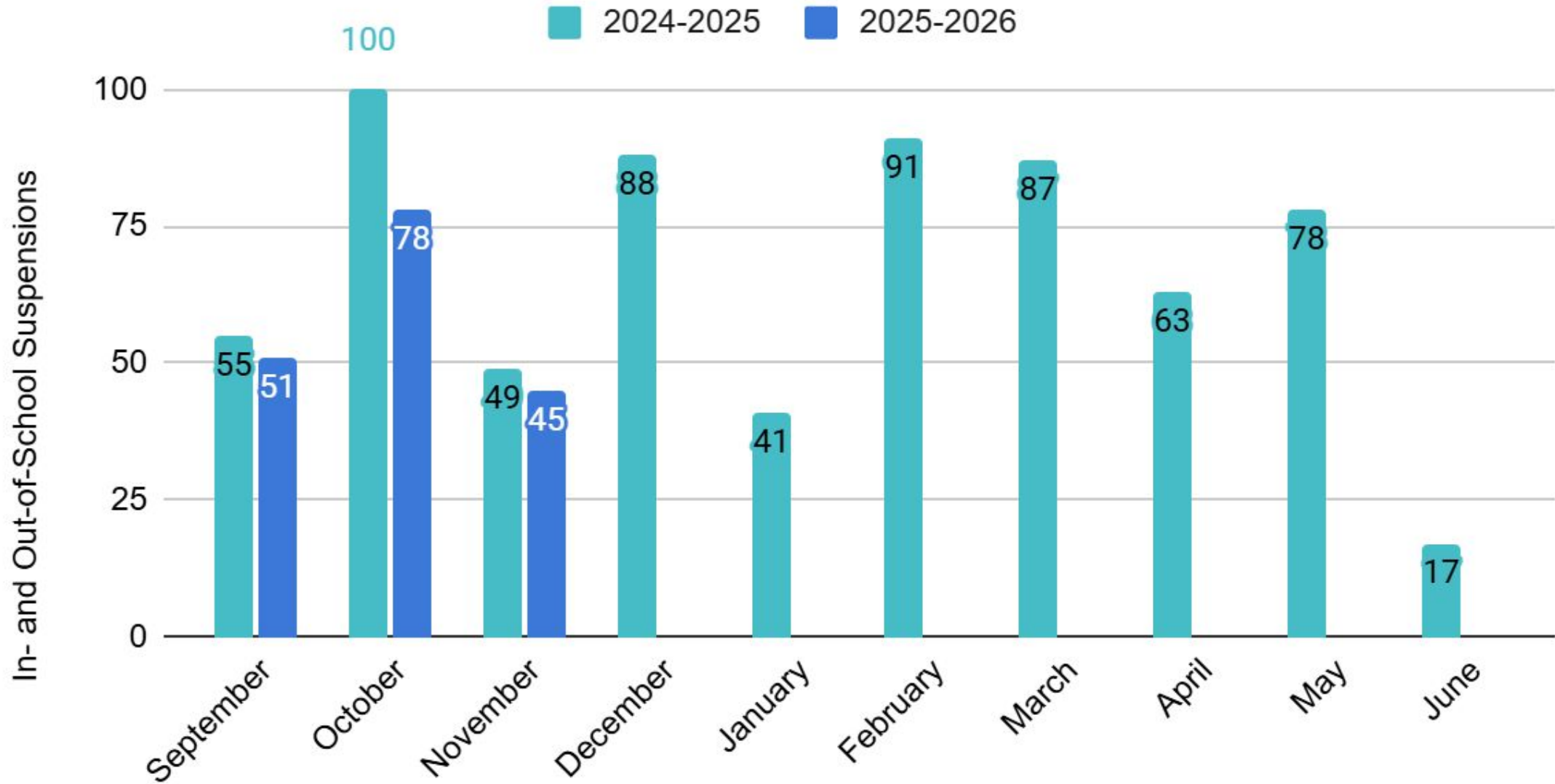
# Discipline 2025-26 SY Data

# Discipline

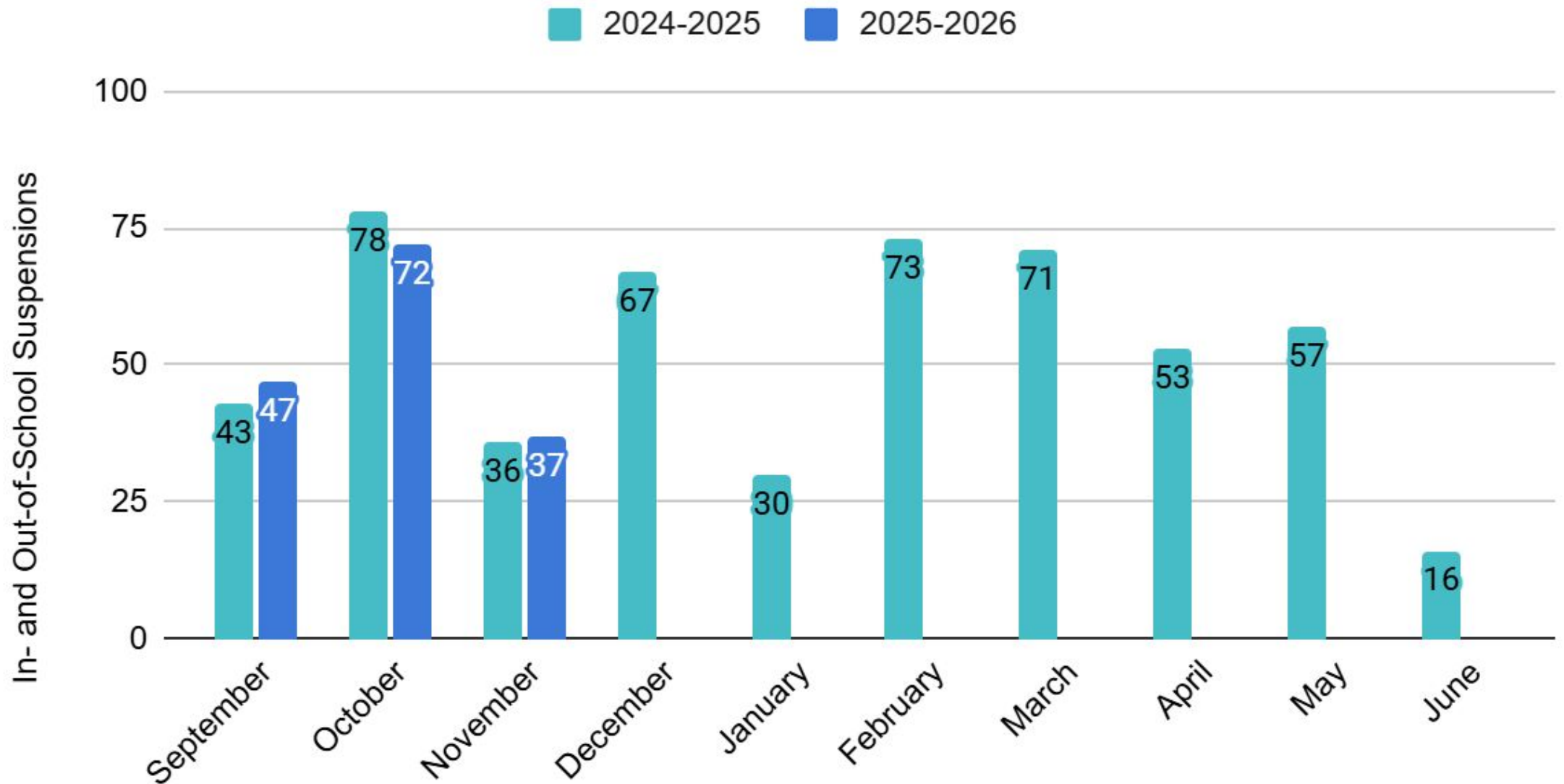
## Long-Term Performance Metric

- ▶ **By 2025, we will decrease suspensions for all students by 25 percent or more compared to the 2021-22 school year.**
- ▶ **We will decrease suspensions for our male students by 25 percent or more compared to the 2021-22 school year.**

# TOTAL DISTRICT In- and Out-of-School Suspensions



# DISTRICT MALE STUDENTS In- and Out-of-School Suspensions



# 25-26 Strategies/Action Steps

- ▶ **Positive Behavior Interventions and Supports (PBIS)**
  - ▶ Pre- and Re-teaching of expectations at schools
  - ▶ What should behavior look like in class, during lunch, on the bus, etc.
- ▶ **Two-Way Communication with caregivers**
  - ▶ Input from student, caregiver, and staff
  - ▶ Phone calls to check in on students (teachers and buildings)
- ▶ **Social Emotional Learning Groups**
  - ▶ Behavior support staff and School-based Mental Health Assoc.
- ▶ **K-8 Character Strong Curriculum**
  - ▶ Lessons for K-8 students focused on character traits
  - ▶ Communication with families via ParentSquare of the character traits
- ▶ **Behavior Safety Assessments (Threat-SIRC-Fire)**
- ▶ **Two years of Studer student, staff, caregiver experience survey data**



# QUESTIONS

# Coversheet

## Policy 1st Reading

**Section:** IV. Superintendent's Report

**Item:** A. Policy 1st Reading

**Purpose:**

**Submitted by:**

**Related Material:**

IGBB G1 Talented and Gifted Program.docx.pdf

IGBBC D1 Talented and Gifted Programs DELETE.pdf

JHCA G1 Immunization, school sports participation, concussions, etc.docx.pdf

EBCB G1 Emergency Procedure Drills.docx.pdf

EBC\_EBCA D1 DELETE.pdf

EBCA G1 Safety Threats NEW.docx.pdf

## Central School District 13J

Code: IGBB  
Adopted: 6/28/99  
Revised/Readopted: 8/01/11; 7/10/23

### **Talented and Gifted Program and/or Services\*\***

The district is committed to an educational program that recognizes, identifies and serves the unique strengths and needs of students identified as talented and gifted. Talented and gifted students demonstrate exceptional performance when compared to applicable developmental or learning progressions, with consideration given for variations in student's opportunity to learn and to culturally relevant indicators of ability.

The Board directs the superintendent or designee to develop a process for identification of talented and gifted students in grades K through 12. (See Board policy IGBBA – Talented and Gifted Students – Identification\*\*)

The district will develop a written plan of instruction for talented and gifted students in accordance with law **that**:

1. Includes a statement of the district policy on the education of talented and gifted students (this policy);
2. Identifies and assesses special talented and gifted programs and services available in the district;
3. States goals related to providing such programs and services, including timelines for achievement;
4. Describes the programs and services intended to accomplish stated goals;
5. Describes how the district provides parents an opportunity to discuss and to provide input on programs and services for their child;
6. Describes how the district will evaluate progress of the plan; and
7. States the name and contact information for the district's talented and gifted coordinator.<sup>1</sup>

The district shall submit such plan to the Oregon Department of Education (ODE) as directed.

The plan will be provided at the school or the district office, when requested, and will be published on the district's website. The district website shall provide the name and contact information of the district's coordinator of special education and programs for talented and gifted.

The district may also identify and provide programs for students who demonstrate outstanding ability or potential in creative ability in using original or nontraditional methods in thinking and producing;

---

<sup>1</sup> For the list of complete requirements of the plan, see ORS 343.397(1).

leadership ability in motivating the performance of others in educational or noneducational settings; and/or ability in the visual or performing arts, such as dance, music or art.

Complaints regarding programs and/or services can be filed in accordance with the procedure in the accompanying administrative regulation, IGBB-AR - Complaints Regarding the Talented and Gifted Program and/or Services.

END OF POLICY

---

**Legal Reference(s):**

[ORS 343.391 - 343.401](#)  
[ORS 343.407 - 343.413](#)

[OAR 581-022-2325](#)  
[OAR 581-022-2330](#)

[OAR 581-022-2370](#)  
[OAR 581-022-2500](#)

## Central School District 13J

Code: IGBBC  
Adopted: 6/28/99  
Revised/Readopted: 8/01/11; 4/05/21

### **Talented and Gifted – Programs and Services\*\***

A district written plan will be developed for programs and services beyond those normally offered by the regular school program. All required written course statements shall identify the academic instructional programs and services to be provided which accommodate the assessed levels and accelerated rates of learning in identified talented and gifted students. The superintendent will remove any administrative barriers that may exist which restrict a student's access to appropriate services and will develop program and service options. These options may include, but are not limited to, the following:

1. Group by ability;
2. Cluster grouping;
3. Continuous progress;
4. Fast-paced classes;
5. Compacted curriculum;
6. Part-time class;
7. Independent study;
8. Cross-grade grouping;
9. Undergrades/multi-age;
10. Grade skipping;
11. Full-time class;
12. Concurrent-dual enrollment.

The Board has established an appeal process for a parent or guardian to utilize if they are dissatisfied with the programs and services recommended for their student that has been identified as talented and gifted, and wish to request reconsideration. The appeal process is identified in Board policy KL – Public Complaints\*\* administrative regulation IGBBA-AR - Appeal Procedure for Talented and Gifted Student Identification and Placement.

The Board has established a complaint procedure to utilize if a person who resides in the district or a parent or guardian of a student attending school in the district has a complaint regarding the appropriateness of programs and services provided for a student identified as talented and gifted. This complaint procedure, IGBBC-AR - Complaints Regarding the Talented and Gifted Program, is available at the district's administrative office and on the home page of the district's website. The complainant may

Talented and Gifted – Programs and Services\*\* – IGBBC

1-2

file an appeal to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023. The district shall provide a copy of these OARs upon request.

END OF POLICY

---

**Legal Reference(s):**

[OAR 581-022-2325](#)  
[OAR 581-022-2330](#)

[OAR 581-022-2370](#)  
[OAR 581-022-2500](#)

**Cross Reference(s):**

IGBBA - Talented and Gifted Students - Identification  
IGBBD - Parent Notification and Participation

# Central School District 13J

Code: JHCA/~~JHCB~~  
Adopted: 11/07/16  
Revised/Readopted: 8/09/21  
Orig. code: JHCA; JHCB

## **Immunization, ~~Physical Examination, Vision Screening/Eye Examination and Dental Screening~~ and School Sports Participation, Concussions and Other Brain Injuries\*\***

### **Immunization**

Proof of immunization must be presented at the time of initial enrollment<sup>1</sup> in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.<sup>2</sup>

### **School Sports Participation**

A student participating in extracurricular sports in grades 6 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination<sup>3</sup> prior to their initial participation in a related district program. The form<sup>4</sup> is to be completed and signed by a parent or guardian giving permission for the student to participate and be signed by a medical provider authorized by law<sup>5</sup> who has examined and evaluated the student. The completed form(s) must be returned [as directed] [to the school office]. A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation.

A student who continues to participate in extracurricular sports in grades 6 through 12 shall be required to complete a sports examination once every two years, thereafter.

### **Concussions and Other Brain Injuries**

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of

---

<sup>1</sup> The district shall immediately enroll a student experiencing houselessness in the school selected even if the student is unable to produce records normally required for enrollment.

<sup>2</sup> Documentation requirements for exemptions are outlined in ORS 433.267.

<sup>3</sup> The required form is available at <https://www.osaa.org/governance/forms>, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041.

<sup>4</sup> The form may be used in either a hard copy or electronic format.

<sup>5</sup> This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.<sup>6</sup> Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;
2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and
3. The student has received a medical release form from a health care professional<sup>7</sup>.

~~Physical Examination The Board recommends that all students initially enrolling in school have a physical examination. Parents will be asked to complete a district Health History form when initially enrolling their student in the district and when registering them for grade 7. All students participating in athletic programs are required to submit to the district a School Sports Preparticipation Examination<sup>3</sup> form prior to their initial participation in a district athletic program. The form is to be completed and signed by a parent or guardian and physician giving permission for the student to participate. A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation in extracurricular sports.~~

~~A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a sports examination once every two years, thereafter.~~

Upon receipt of written notification<sup>8</sup> from a parent or guardian that a student has been diagnosed with a concussion or other brain injury by a health care professional and that accommodations are being requested, the district shall follow all procedures developed by the Oregon Department of Education (ODE) to develop and implement an immediate and temporary accommodation plan.<sup>9</sup> Written notice is not required for the district to begin following concussion protocols.

Any accommodations will be communicated to the parent or guardian, to all teachers who provide instruction to the student and to other employees who have regular responsibilities for the student's supervision or health.<sup>10</sup>

---

<sup>6</sup> For more information regarding medical releases for students in grades 9-12, see OSAA rules.

<sup>7</sup> "Health care professional" includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

<sup>8</sup> "Written notification" means a written notice from a parent or guardian, supported by medical documentation from a health care professional, informing the district that they are requesting an accommodation for a student who has been diagnosed with a concussion or other brain injury by a health care professional.

<sup>9</sup> The district must use the sample form developed by ODE [add link when available] or a district form that includes all required content.

<sup>10</sup> Including, but not limited to, school nurses, counselors, physical education teachers, coaches, athletic trainers and staff supervision recess or other physical activities.

Accommodations will be in effect no later than 10 school days after the written notification is received by the district and will be reviewed as needed, but no later than every two months.

~~Vision Screening or Eye Examination The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that the student has received: 1 The district shall immediately enroll a homeless student in the school selected even if the student is unable to produce records normally required for enrollment. 2 Documentation requirements for exemptions are outlined in ORS 433.267. 3 Form available at <http://www.osaa.org/governance/forms> Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening\*\* – JHCA/JHCB 2-3 1. A vision screening or eye examination; and 2. Any further examination, treatments or assistance necessary. The certification is not required if the parent or guardian provides a statement to the district that: 1. The student submitted a certification to a prior education provider; or 2. The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student. Dental Screening The district shall file in the student’s dental health record any dental screening certifications and any results of a dental screening known by the district. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authority’s dental director regarding dental screenings, further examinations or necessary treatments and preventative care including fluoride varnish, sealants and daily brushing and flossing. The parent or guardian of a student who is 7 years of age or younger, and is beginning an education program with the district for the first time, shall submit a certification within 120 days of beginning the education program that the student has received a dental screening within the previous 12 months. The certification is not required if the parent or guardian provides a statement to the district that: 1. The student submitted a certification to a prior education provider; 2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or 3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways: a. The cost of obtaining the dental screening is too high; b. The student does not have access to an approved screener; c. The student was unable to obtain an appointment with an approved screener. The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the: 1. Student’s name; 2. Date of screening; and 3. Name of entity conducting the dental screening. The district shall submit to the Oregon Department of Education a report that identifies the percentage of students who failed to submit the certification for the previous year, no later than October 1 of each year. Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening\*\* – JHCA/JHCB 3-3 If the district is causing the dental screening to be conducted, the district will follow the notice requirements in accordance with law.~~

END OF POLICY

**Legal Reference(s):**

[ORS 326.580](#)

[ORS 336.479](#)

[ORS 336.485 - 336.490](#)

[ORS 433.235 - 433.280](#)

[OAR 333-019-0010](#)

[OAR 333-050-0010 - 050-0120](#)

[OAR 581-021-0041](#)

[OAR 581-021-3007](#)

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2024).

House Bill 3007 (2025)

4/04/248/25 | LFSL

Immunization, and School Sports Participation, and Concussions and Other Brain Injuries\*\* – JHCA/JHCB

4-4

# OSBA Model Sample Policy

Code: EBCB  
Adopted: 1/11/16  
Revised/Readopted:

## Emergency Procedure Drills and Instruction

Each administrator will conduct emergency procedure drills in accordance with the provisions of Oregon Revised Statutes (ORS) and the applicable Oregon Fire Code.

All schools are required to instruct and drill students on district emergency procedures so that students they can respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, ~~which shall include tsunami procedures in a tsunami hazard zone~~ and safety threats. Instruction on fires, earthquakes[,] [and] safety threats [and tsunami dangers<sup>1</sup>,] and drills for students, emergency procedures shall be conducted for at least 30 minutes each school month.

The first emergency evacuation drill shall be conducted within 20 days of the beginning of classes.

### Fire Emergencies

~~The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year.~~ Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

### Earthquake Emergencies

At least two drills on earthquakes shall be conducted each year.

Drills and instruction for earthquake emergencies shall include the earthquake emergency response procedure of “drop, cover and hold on” during the earthquake. When based on the evaluation of specific engineering and structural issues related to a building, the district may include additional response procedures for earthquake emergencies.

### Safety Threats

At least two drills on safety threats shall be conducted each year. Drills and instruction on safety threats shall include procedures related to lockdown, ~~secure lookout~~, shelter in place and evacuation, and other appropriate actions to take when there is a threat to safety, and will include explanation of the district’s communication strategy following a safety threat action (See Board policy EBCA - Safety Threats\*\*).

~~The Board may use ORS 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.~~

---

<sup>1</sup> This is required language for a district in a tsunami hazard zone.

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures and assist the district with the instruction and the conducting of drills for students in these emergency procedures.

END OF POLICY

---

**Legal Reference(s):**

[ORS 192.660\(2\)\(k\)](#)  
[ORS 336.071](#)

[ORS 339.324](#)  
[ORS 476.030\(1\)](#)

[OAR 581-022-2225](#)

[OREGON STATE FIRE MARSHAL](#), OREGON FIRE CODE (2014).

|                                    |
|------------------------------------|
| <b>Central School District 13J</b> |
|------------------------------------|

Code: **EBC/EBCA**  
 Adopted: 12/03/07  
 Readopted: 4/04/11; 1/11/16  
 Orig. Code(s): EBCA

### **Emergency Procedures and Disaster Plans**

The superintendent will develop and maintain a plan specifying procedures to be used in such emergencies and disorderly behavior, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and use of force on school property. The superintendent will consult with community and county agencies while developing this plan.

This district's emergency procedures plan will meet the standards of the State Board of Education. Copies of the emergency procedures plan will be available in every school office and other strategic location throughout the district. Parents will be informed of the district's plan for the care of students during an emergency situation. The Board may use Oregon Revised Statute (ORS) 192.660 (2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

In the case of long-term disruption to district operations as a result of a pandemic flu or other catastrophe, the district emergency plan shall at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students, parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic flu or other catastrophe;
10. Employee pay and benefit plan and procedures;
11. Facility utilization by other agencies procedures;
12. Business operations plan for offsite operation or alternative measures.

END OF POLICY

**Legal Reference(s):**

[ORS 192.660\(2\)\(k\)](#)  
[ORS 332.107](#)  
[ORS 433.260](#)

[ORS 433.441](#)  
[OAR 437-002-0161](#)

[OAR 581-022-0705](#)  
[OAR 581-022-1420](#)

**Cross Reference(s):**

EEAC - School Bus Safety Program  
GBE - Staff Health and Safety  
JHCC - Communicable Diseases

# Central School District 13J

Code: EBCA

Adopted:

## Safety Threats\*\*

“Safety threat action” means a lockdown, secure, shelter in place or evacuation that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

When a school or the district initiates a safety threat action, the school or district shall issue an electronic communication as expediently as possible and not later than 24 hours after initiation of the safety threat action. The communication will be issued in culturally appropriate languages to effectively communicate with parents and guardians of students attending the school at which the safety threat action occurred.

The communication must include:

1. A general description of the issue that caused the safety threat action to be taken;
2. The duration of time the safety threat action was taken, from when the action was initiated until when it concluded;
3. Actions taken by the school or district to resolve the situation that caused the safety threat action and actions taken to protect student safety; and
4. An explanation of how the situation was resolved.

The communication shall be provided in a manner which communicates relevant facts and details as may be necessary or useful for parents and guardians to understand any potential threats to student safety, and to assist parents and guardians in helping students understand and mentally process the incident and any resulting trauma.

A communication will also be issued to employees of the school at which the safety threat action occurred, and must include the same information as above and any additional information as may be permitted by relevant confidentiality and privacy requirements.

The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

END OF POLICY

---

### Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)

[ORS 332.107](#)

[ORS 339.324](#)

# Coversheet

## Approval of Minutes

**Section:** VI. Consent Agenda  
**Item:** A. Approval of Minutes  
**Purpose:**  
**Submitted by:**  
**Related Material:** 2025\_11\_03\_board\_meeting\_minutes.pdf  
2025\_10\_20\_csd\_13j\_board\_plc\_minutes.pdf

DRAFT



## Central School District 13J

# Minutes

## Regular Board Meeting

---

### Date and Time

Monday November 3, 2025 at 6:30 PM

### Location

Henry Hill Educational Support Center  
750 S. Fifth St., Independence, OR 97361  
Hawk Hall

---

### Directors Present

Andrea Van Heeswyk, Byron Shinkle, Irene Oliveros-Vega, Jann Jobe, Melanie Landon-Hays,  
Susan Graham

### Directors Absent

Steve Moser

### Guests Present

Emily Mentzer, Hannah Smith

---

## I. Executive Session: 5:45 p.m. Closed to the Public

### A. Executive Session ORS 192.660 (2)(e)

The Board of Directors opened the meeting at 5:45 p.m. and immediately recessed into Executive Session for the following purpose:

To conduct deliberations to negotiate real property transactions. (ORS 192.660(2)(e))

Specific information discussed in executive session shall not be made public and shall remain undisclosed.

## II. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

Byron Shinkle called a meeting of the board of directors of Central School District 13J to order on Monday Nov 3, 2025 at 6:30 PM.

### C. Flag Salute

### D. Adoption of the Agenda

## III. Standing Reports

### A. Nutrition Services Report

Nutrition Services Manager Alex Singer presented an update on Nutrition Services. He talked about the CEP, which allows the district to feed all students breakfast and lunch at no charge until 2028. He said the government shutdown does not affect feeding students at this time.

### B. Data report: Attendance, OSAS, Universal Screener

Executive Director of Teaching and Learning Julie Heilman presented the data report, including attendance for September and October, discipline (in- and out-of-school suspensions), state assessment data, and universal screening data.

## IV. Consent Agenda

### A. Approval of Minutes

Susan Graham made a motion to approve the consent agenda as presented.

Jann Jobe seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

|                     |         |
|---------------------|---------|
| Susan Graham        | Aye     |
| Melanie Landon-Hays | Aye     |
| Byron Shinkle       | Abstain |
| Jann Jobe           | Aye     |
| Irene Oliveros-Vega | Aye     |
| Steve Moser         | Absent  |
| Andrea Van Heeswyk  | Aye     |

### B.

## Financial Report

### C. Policy - 2nd reading

## V. Closing Items

### A. Board Comments

### B. Items for Action at Future Meetings

### C. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:24 PM.

Respectfully Submitted,  
Byron Shinkle

---

## Documents used during the meeting

- Nutrition Services Report November 2025 - Final.docx.pdf
- November2025\_PerformanceMetrics.pdf
- IKF Graduation Requirements G1.docx.pdf
- DBEA G2 Budget Committee.docx.pdf
- 2025\_10\_06\_board\_meeting\_minutes.pdf
- BoardFinancial\_11-2025.pdf
- JOA Directory Information.docx.pdf
- Board Reports for 2025-26 (2).pdf

DRAFT



## Central School District 13J

### Minutes

#### CSD 13J Board PLC

This is a work session for the board.

---

#### **Date and Time**

Monday October 20, 2025 at 5:00 PM

#### **Location**

Monmouth Elementary School  
958 Church St. E., Monmouth, OR  
Library

---

#### **Directors Present**

Byron Shinkle, Jann Jobe, Melanie Landon-Hays, Steve Moser, Susan Graham

#### **Directors Absent**

Andrea Van Heeswyk, Irene Oliveros-Vega

#### **Guests Present**

Emily Mentzer, Jennifer Kubista

---

#### **I. Opening Items**

##### **A. Record Attendance**

##### **B.**

### Call the Meeting to Order

Byron Shinkle called a meeting to order on Monday Oct 20, 2025 at 5:04 PM.

## II. Board Reports

### A. Monmouth Elementary School

Assistant Principal Jason Vlcek reviewed data from Monmouth Elementary School, including:

- Regular attendance and chronic absenteeism
- Attendance Strategies
- Discipline data and action steps
- 3rd grade state assessment data
- 3rd-5th cohort state assessment data
- 4th-6th cohort universal screening data
- Language growth (ELPA)

Board members asked questions about the data, specifically attendance and how staff support students and families.

Mr. Vlcek talked about the "jobs" they give to students who need more encouragement to come to school on time. These are student volunteers who are asked to help with various morning tasks.

### B. Cash Flow/ Financial Oversight

Director of Operations and Finance Cec Koontz presented information about what the board should be looking for in the annual budget, including what reports the board should expect to receive moving forward, as well as what kinds of questions can be helpful for school boards in general to ask of their finance directors.

## III. Business items

### A. Policy JFCEB Personal Electronic Devices

Steve Moser made a motion to adopt the new policy JFCEB Personal Electronic Devices, deleting the old JFCEB policy Personal Electronic Devices and Social Media.

Melanie Landon-Hays seconded the motion.

The team **VOTED** to approve the motion.

#### Roll Call

|                     |         |
|---------------------|---------|
| Jann Jobe           | Aye     |
| Byron Shinkle       | Abstain |
| Steve Moser         | Aye     |
| Andrea Van Heeswyk  | Absent  |
| Melanie Landon-Hays | Aye     |
| Susan Graham        | Aye     |

**Roll Call**

Irene Oliveros-Vega Absent

**B. JFCEB Administrative Rule Draft (information only)**

**IV. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:38 PM.

Respectfully Submitted,  
Byron Shinkle

---

**Documents used during the meeting**

- MES Board Presentation (1).pdf
- FinanReporting\_CSD Board\_10-16.pptx.pdf
- Board Financial Oversight\_v2.pdf
- JFCEB G1 Personal Electronic Devices CSD13J.docx.pdf
- JFCEB D1 - Personal Electronic Devices and Social Media DELETE.pdf
- JFCEB R G1.docx.pdf

# Coversheet

## Policy - 2nd reading

**Section:** VI. Consent Agenda  
**Item:** B. Policy - 2nd reading  
**Purpose:**  
**Submitted by:**  
**Related Material:** DBEA G2 Budget Committee.docx (1).pdf  
IKF Graduation Requirements G1.docx.pdf

# Central School District 13J

Code: DBEA  
Adopted: 12/07/98  
Readopted: 2/07/11

## Budget Committee

### Organization, Membership and Terms of Office

The district budget committee will consist of the seven members of the Board and seven electors appointed by the Board as required by law. The term of the appointed members of a budget committee in a district that prepares an annual budget, will each be three years, with appointments made so that, as nearly as possible practicable, the terms of one third of the members expire end each year. At least one member of the budget committee must be a member of the district's Superintendent Policy Committee.<sup>1</sup> The Board will establish appropriate timelines and procedures for the appointment of budget committee members.

A majority of the constituted committee is required for passing an action item. Majority for a 14-member budget committee is 8. Therefore, if only 8 members are present, a unanimous vote is needed for passing an action item.

### Presiding Officers and Orientation of Budget Committee

1. Organization: The budget committee will hold its first regular organizational meeting on a day set by the Board. A presiding officer will shall be elected from among its members at this meeting. Such meeting may be prior to or on the date the budget message and document are presented. ~~Minutes of Budget Committee meetings will be kept by a designated district employee.~~
2. Background Information: ~~The~~ Budget committee members will be provided with data for the ensuing year(s), such as the Board's educational plan, and other pertinent material bearing on the preparation of the district budget.
3. ~~Procedures: Appropriate budget-related policies and administrative regulations shall be reviewed with Budget Committee members prior to or during their first meeting.~~

### Meetings of the Budget Committee

The district's budget committee shall hold one or more meetings to receive the budget message, the budget document, and to provide members of the public with an opportunity to ask questions about and comment on the budget document. The budget committee officer shall announce the time and place for all meetings, as provided by law. All meetings of the budget committee are open to the public.

### Function of the Budget Committee

---

<sup>1</sup> The budget committee is not required to include a member of the Superintendent Policy Committee until a vacancy on the budget committee occurs by a member who is not also a member of the school district board.

It is the function of the budget committee to approve ~~the total dollar amount in the budget~~ budget estimates for an educational plan previously determined by the Board. No new program should be considered for the budget estimate that has not previously been submitted to the Board and approved as a part of the educational plan. The budget committee will ~~recommend~~ determine levels of spending, but will not determine programs.

### **Final Action**

The budget committee will approve an estimated district budget document for submission to the Board ~~with a recommendation for adoption. The Board has final authority for adoption of the budget for the coming year.~~

END OF POLICY

---

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

[ORS 174.130](#)  
[ORS 192.610 - 192.695](#)

[ORS 294.305 - 294.565](#)  
[ORS 328.542](#)

[ORS 329.711](#)  
[ORS 433.835 - 433.875](#)  
[OAR 581-022-2307](#)

# Central School District

Code: IKF  
 Adopted: 2/02/09  
 Readopted/Revised: 8/01/11; 5/07/12; 3/02/15;  
 5/02/16; 1/08/18; 8/05/19;  
 5/03/21; 1/09/23

## Graduation Requirements\*\*

The Board establishes graduation requirements for awarding of a high school diploma, a modified diploma, an extended diploma and a certificate of attendance which meet or exceed state requirements.

A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student’s parent or guardian or by the student if the student is 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. In foster care<sup>1</sup>;
2. Experiencing homeless houselessness<sup>2</sup>;
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; ~~or~~
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program; ~~or~~
7. <sup>3</sup>Enrolled in an approved recovery school under ORS 336.680.

For any student identified above, the district shall accept any credits earned by the student in an educational program<sup>4</sup> in this state, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that educational program in this state.

<sup>1</sup> “Foster child” is defined in ORS 30.297.

<sup>2</sup> {ORS 329.451(2) and OAR 581-022-use the term “homeless.”} See OAR 581-022-2000 for additional information.

<sup>3</sup> Applies to high school diplomas awarded on or after January 1, 2026.

<sup>4</sup> “Educational program in this state” means an educational program that is provided by a school district, a public charter school, an approved recovery school (applies to diplomas awarded on or after January 1, 2026), the Youth Corrections Education Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long-term care or treatment facility described in ORS 343.961 or a hospital identified in ORS 343.261.

## Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits which include at least:

1. Three credits in mathematics (shall include one unit at the Algebra I level and two units that are at a level higher than Algebra I);
2. Four credits in language arts<sup>5</sup> (shall include the equivalent of one unit in written composition);
3. Three credits in science;
4. Three credits in social sciences (shall include 0.5 unit of US civics<sup>6</sup> credit in addition to at least 2.5 units of credit aligned to the Oregon State Board adopted standards for US and world history, geography, economics and <sup>7</sup>financial literacy ~~including history, civics<sup>3</sup>, geography and economics (including personal finance)~~);
5. <sup>8</sup>One-half credit of higher education and career path skills;
6. <sup>9</sup>One-half credit of personal financial education;
7. One credit in health education;
8. One credit in physical education; and
9. Three credits in career and technical education, the arts or world languages<sup>10</sup> (units shall be earned in any one or a combination).

The district shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

---

<sup>5</sup> "Language arts" includes reading, writing and other communications in any language, including English.

<sup>6</sup> Civics becomes a half-credit requirement beginning on January 1, 2026 (ORS 329.451).

<sup>7</sup> This requirement is replaced with a one-half credit of personal financial education requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year.

<sup>8</sup> Higher education and career path skills becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

<sup>9</sup> Personal finance education becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

<sup>10</sup> "World languages" includes sign language, heritage languages and languages other than a student's primary language.

[<sup>11</sup>] A student completing the International Baccalaureate Organization’s (IB) Diploma Programme curriculum or the IB Career-related Programme curriculum will be considered to have completed the credit requirements listed above. The district shall ensure students in the IB programs complete .5 credit of Personal Finance Education and .5 credit of Higher Education and Career-path Skills as stand-alone courses. The district shall develop a curriculum plan that ensures students in an IB program receive inclusive instruction aligned to the adopted standards in Civics and Health.]

To receive a diploma, in addition to credit requirements outlined ~~in OAR 581-022-2000~~ above, a student must:

1. <sup>12</sup>Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;
2. Develop an education plan and build an education profile;
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)); and
4. Participate in career-related learning experiences.

### Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below and other criteria, if applicable, outlined in OAR 581-022-2010 (3):

1. The student has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or
2. The student has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students who, while in grade nine through completion of high school, complete 24 credits with at least 13 of those credits to include:

1. Three credits in language arts;
2. Two credits in mathematics;
3. Two credits in science;

---

<sup>11</sup> {Adopt this language only if the district offers an International Baccalaureate program for high school students. Waivers for the Personal Finance and Higher Education and Career-path Skills can be requested by the district. }

<sup>12</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));
5. <sup>13</sup>One-half credit in personal financial education;
6. <sup>14</sup>One-half credit in higher education and career path skills;
7. One credit in health education;
8. One credit in physical education; and
9. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination).

Students may earn additional credits to earn a modified diploma pursuant to OAR 581-022-2010.

In addition to credit requirements as outlined in OAR 581-022-2010, a student must:

1. <sup>15</sup>Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;
2. Develop an education plan and build an education profile; and
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)).

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan. Modifications include practices and procedures that compromise the intent of the assessment through a change in ~~learning expectations~~ the achievement level, construct, or ~~content that is to be measured, grade level standard~~, measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student’s assessment may adjust the administration of the assessment and/or the assessment’s achievement standard. The IEP or 504 team must inform the student’s parent that the use of a modification on an assessment will result in an invalid assessment;
2. For a student not on an IEP or 504 plan, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student’s progress toward the modified diploma.

---

<sup>13</sup> This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

<sup>14</sup> This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

<sup>15</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

Students not on an IEP or a Section 504 Plan may not receive a modified ~~Smarter-Balanced~~ statewide assessment.

A student's school team (which must include an adult student, parent/guardian of the student) shall decide ~~that if~~ a student ~~should~~ will work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school.

A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working toward a modified diploma should work toward one when the student is less than two years from anticipated exit from high school if the documented history has changed.

~~Beginning in grade five or beginning after~~ For students with a documented history ~~to qualify for a modified diploma,~~ as described above, the district shall annually provide the parents or guardians of students, ~~information about the availability and requirements of a modified diploma~~ beginning in grade five or after such documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, extended diplomas and the requirements for such diplomas; and
2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the State or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

### **Extended Diploma**

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations.

To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than 6 credits in a self-contained special education classroom, and will include:
  - a. Two credits in mathematics;
  - b. Two credits in language arts;
  - c. Two credits in science;
  - d. Three credits in history, geography, economics or civics;
  - e. One credit in health;
  - f. One credit in physical education; and
  - g. One credit in the arts or a world language; and
2. Have a documented history of:
  - a. An inability to maintain grade level achievement due to significant learning and instructional barriers;

- b. A medical condition that creates a barrier to achievement; or
- c. A change in the student’s ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

~~Beginning in grade five or beginning after a documented history to qualify for an extended diploma, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an extended diploma.~~

For students with a documented history, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, extended diplomas and the requirements for such diplomas; and
2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the state or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

**Alternative Certificates**

Alternative certificates will be awarded to students who do not satisfy the requirements for a high school diploma, a modified diploma, or an extended diploma if the students meet minimum requirements established by the district.

Beginning in grade five or beginning after a documented history to qualify for an alternative certificate, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an alternative certificate.

For students with a documented history, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such documented history has been established, the following:

3. Information about the availability of high school diplomas, modified diplomas, extended diplomas and the requirements for such diplomas; and
4. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the state or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

**Other District Responsibilities**

The district will ensure that all students have onsite access to the appropriate resources and courses to achieve high school diplomas, modified diplomas, and extended diplomas or an alternative certificate at each high school in the district. The district will provide age-appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student who has the documented history listed under the modified diploma or extended diploma requirements outlined above the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma, for the sole reason the student has the document history listed under the above modified diploma or extended diploma requirements.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of a student who is an emancipated minor or who has reached the age of 18 (adult student) at the time the modified or extended diploma is awarded, or the student's parent or guardian. The district shall must receive the written consent during the school year in which the modified diploma or the extended diploma is awarded.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in the later of 4 years after starting grade 9, or until the student reaches the age of 21 years if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy complete the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. To satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than 4 years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who qualifies to receive or receives a modified diploma, an extended diploma, or an alternative certificate shall have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma, or a certificate of attendance shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student, and when added together, the district will provide a total number of hours of instruction and services to the student that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school. The district may not unilaterally decrease the total number of hours of instruction and services to which the student has access regardless of the age of the student.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a free appropriate public education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, extended diploma or alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the ~~Smarter Balanced or alternate Oregon Extended Assessment~~ Oregon statewide assessments in language arts and/or mathematics by completing the Oregon Department of Education’s Opt-out Form<sup>16</sup> and submitting the form to the district.

The district will issue a high school diploma ~~pursuant to Oregon law (ORS 332.114)~~ to a veteran if the veteran resides within the boundaries of the district or is an Oregon resident and attended a high school of the district, or to a deceased veteran, upon request from a representative of the veteran, if the deceased veteran resided within the boundaries of the district at the time of death or was an Oregon resident at the time of death and attended a high school of the district.

The act of student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety will be subject to discipline. “Student-initiated test impropriety” means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

---

**Legal Reference(s):**

---

<sup>16</sup> Oregon Department of Education page for: [30-day notice and opt-out form](#)

[ORS 329.007](#)  
[ORS 329.045](#)  
[ORS 329.451](#)  
[ORS 329.479](#)  
[ORS 332.107](#)  
[ORS 332.114](#)  
[ORS 336.585](#)  
[ORS 336.590](#)

[ORS 339.115](#)  
[ORS 339.505](#)  
[ORS 343.295](#)  
  
[OAR 581-021-0009](#)  
[OAR 581-022-0102](#)  
[OAR 581-022-2000](#)  
[OAR 581-022-2005](#)

[OAR 581-022-2010](#)  
[OAR 581-022-2015](#)  
[OAR 581-022-2020](#)  
[OAR 581-022-2025](#)  
[OAR 581-022-2030](#)  
[OAR 581-022-2115](#)  
[OAR 581-022-2120](#)  
[OAR 581-022-2505](#)

*Test Administration Manual*, published by the OREGON DEPARTMENT OF EDUCATION.

*Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992*, published by the OREGON DEPARTMENT OF EDUCATION.

# Coversheet

## Approval of SSA-SIA Grant Agreement

**Section:** VII. Business Agenda  
**Item:** A. Approval of SSA-SIA Grant Agreement  
**Purpose:**  
**Submitted by:**  
**Related Material:** Central SD SIA 25-27 GA.pdf

# STATE OF OREGON GRANT AGREEMENT

## “Student Success Act – Student Investment Account”

Grant No. **39171**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Central SD 13J** (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

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

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

### SECTION 2: PURPOSE

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

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2025 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2027.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

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

### 4.2 Grantee’s Grant Manager is:

Jennifer Kubista  
 750 5th St  
 Independence, OR 97351  
 jkubista@central.k12.or.us

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

## SECTION 5: PROJECT ACTIVITIES

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

## SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide the Grantee the following amounts (“Grant Funds”): the full 2025-27 biennial allocation and a projected Quarter 1 disbursement for the 2027-29 biennium.

| Grant Period   | Performance Period                | Amount                |
|--|-----------------------------------|-----------------------|
| <b>2025-27 Total Biennial Allocation (TBA)</b>   | July 1, 2025 – June 30, 2027      | <b>\$6,444,502.43</b> |
| Less: 2025–27 Q1 projected amount made available under Agreement number 34345 (the “Prior Grant Agreement.”) | July 1, 2025 – June 30, 2027      | <b>(\$844,034.55)</b> |
| <b>2025-26 Year 1 – Allocation - CURRENT</b>   | July 1, 2025 – June 30, 2027      | <b>\$2,313,771.64</b> |
| <b>2026-27 Year 2 – Allocation – RESERVED (not yet released)</b>   | July 1, 2025 – June 30, 2027      | <b>\$3,286,696.24</b> |
| <b>2027-29 Quarter 1 projected (2027-29 Q1)</b>  | July 1, 2027 – September 30, 2027 | <b>\$843,614.52</b>   |
| <b>Total Grant Funds ( 2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)</b>                  |                                   | <b>\$6,444,082.40</b> |

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

**ODE GRANT #39171 – SSA SIA**

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

Agency will pay the Grant Funds from monies available in the Student Investment Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency and a reduction in disbursements to Grantee under this Grant.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

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

**ODE GRANT #39171 – SSA SIA**

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3** **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4** **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

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

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

- 8.1** **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1** Grantee is eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

**ODE GRANT #39171 – SSA SIA**

- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

**SECTION 9: OWNERSHIP**

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product,

then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

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

## SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and

the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## SECTION 13: GOVERNING LAW, JURISDICTION

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

## SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

## SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant;
  - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
  - 18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;
  - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
  - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
  - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
  - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
  - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

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

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

## SECTION 19: MISCELLANEOUS

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

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

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

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

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

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

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

**ODE GRANT #39171 – SSA SIA**

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

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

## SECTION 20: SIGNATURES

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

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

### STATE OF OREGON acting by and through its Department of Education

By: Michelle Choate  
Contracting Officer

11/04/2025  
Date

### Central SD 13J

By: Jennifer Kubista  
Authorized Signature  
Jennifer Kubista  
Printed Name  
93-60000869  
Federal Tax ID Number

11/13/25  
Date  
Superintendent  
Title

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

By: AAG Devon Thorson  
Assistant Attorney General

11/04/2025  
Date

# EXHIBIT A THE PROJECT

## SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are designed to achieve two primary purposes:

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

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

## SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

**“Disaggregated”** has the meaning given in section 12(a) of the Act.

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

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

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

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

**“Integrated Programs”** means the integration of the following nine programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), Early Indicators Intervention Systems (EIS), Early Literacy School District Success Grants, Federal School Improvement (FSI) and Career Connected Learning. Together operationally, integrating these programs creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, Agency developed an Integrated Programs framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems. This work is informed through Integrated Guidance.

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

**“Local Optional Metrics”** are optional metrics established in addition to the 5 common metrics that are designed to allow grantees to monitor progress connected to their outcomes.

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

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

**“Progress Markers”** means sets of indicators set forth as a part of the Integrated Programs and Guidance that identify the kinds of changes the Agency expects to see in policies, practices and approaches that lead to Grantees reaching established LPGTs.

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

**ODE GRANT #39171 – SSA SIA**

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

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

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

**SECTION III – PROJECT ACTIVITIES****Integrated Plan Implementation**

Agency will disburse Grant Funds for Allowable Project Costs that implement Grantee’s approved Integrated Plan during the Performance Period, in accordance with the allowable uses and activities described in the Act and as further detailed in the “Allowable Use of Grant Funds” section below.

**Allowable Use of Grant Funds**

Grantee must use the Grant Funds only for:

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

**ODE GRANT #39171 – SSA SIA**

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

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

**SECTION IV – REPORTING REQUIREMENTS**

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

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

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

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

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

**ODE GRANT #39171 – SSA SIA**

**SIA Grant Monitoring**

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

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

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

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board. If Grantee does not use the Grant Funds for Allowable Project Costs, the Agency may exercise the remedies provided in Section 16 or 17 of this Grant, including, without limitation, deducting amounts from future disbursements of Grant Funds.

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

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

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

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

**ODE GRANT #39171 – SSA SIA****Disbursements outlined in the table above are subject to the following:**

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

**Allocation and Projections**

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

## EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK CENTRAL SD 13J

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

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

- A. **“Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **“Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. **“Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

#### A. Start to See: Early Signs of Progress

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

#### B. Gaining Traction: Intermediate Changes

|   |  |
|---|--|
| 5 | Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what “9th grade on-track” means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education. |
| 6 | Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.  |

**ODE GRANT #39171 – SSA SIA**

|    |   |
|----|---|
| 7  | Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.   |
| 8  | Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students' learning. Digital resources are being used with fidelity to advance learners' engagement with instruction.  |
| 9  | A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement . School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.  |
| 10 | Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators. |

**C. Profound Progress: Substantial and Significant Changes**

|    |   |
|----|---|
| 11 | Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power. |
| 12 | Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.  |
| 13 | Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.  |
| 14 | Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to their next steps after high school. Staff members are consistently engaging in action research, guided by student's strengths and interests, to improve their practice and advance professional learning.                   |
| 15 | Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners' knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.                             |

**SECTION II – FINALIZED CO-DEVELOPED LPGTS**

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

| Target Type   | 2025-26      | 2026-27      | 2027-28        |
|---|--------------|--------------|----------------|
| <b>Four Year Cohort Graduation</b>                  |              |              |                |
| <b>Baseline Target: All Students</b>                | <b>86.0%</b> | <b>88.0%</b> | <b>90.0%</b>   |
| <b>Stretch Target: All Students</b>                 | <b>90.0%</b> | <b>92.0%</b> | <b>92.0%</b>   |
| <b>Gap-Closing Target: All Focal Group Students</b> | <b>84.5%</b> | <b>87.0%</b> | <b>90.0%</b>   |
| <b>Five Year Cohort Completion</b>                  |              |              |                |
| <b>Baseline Target: All Students</b>                | <b>94.0%</b> | <b>94.0%</b> | <b>95.0%</b>   |
| <b>Stretch Target: All Students</b>                 | <b>94.0%</b> | <b>94.5%</b> | <b>&gt;95%</b> |
| <b>Gap-Closing Target: All Focal Group Students</b> | <b>94.0%</b> | <b>94.0%</b> | <b>95.0%</b>   |
| <b>9th Grade on-Track</b>                           |              |              |                |
| <b>Baseline Target: All Students</b>                | <b>79.0%</b> | <b>81.0%</b> | <b>83.0%</b>   |
| <b>Stretch Target: All Students</b>                 | <b>85.0%</b> | <b>87.0%</b> | <b>89.0%</b>   |
| <b>Gap-Closing Target: All Focal Group Students</b> | <b>74.3%</b> | <b>76.5%</b> | <b>79.0%</b>   |
| <b>3rd Grade ELA Proficiency</b>                    |              |              |                |
| <b>Baseline Target: All Students</b>                | <b>29.0%</b> | <b>31.5%</b> | <b>34.0%</b>   |
| <b>Stretch Target: All Students</b>                 | <b>35.0%</b> | <b>40.0%</b> | <b>45.0%</b>   |
| <b>Gap-Closing Target: All Focal Group Students</b> | <b>23.0%</b> | <b>26.0%</b> | <b>29.0%</b>   |
| <b>Regular Attenders</b>                            |              |              |                |
| <b>Baseline Target: All Students</b>                | <b>61.0%</b> | <b>63.0%</b> | <b>65.0%</b>   |
| <b>Stretch Target: All Students</b>                 | <b>71.0%</b> | <b>74.0%</b> | <b>77.0%</b>   |
| <b>Gap-Closing Target: All Focal Group Students</b> | <b>54.0%</b> | <b>57.0%</b> | <b>60.0%</b>   |

**ODE GRANT #39171 – SSA SIA 2025-27**

**SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)**

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

|   | <b>2025-26</b> | <b>2026-27</b> | <b>2027-28</b> |
|---|----------------|----------------|----------------|
| <b>Local Optional Metrics</b>                       |                |                |                |
| <b>Baseline Target: All Students</b>                |                |                |                |
| <b>Stretch Target: All Students</b>                 |                |                |                |
| <b>Gap-Closing Target: All Focal Group Students</b> |                |                |                |

## **EXHIBIT C INSURANCE**

### **INSURANCE REQUIREMENTS**

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

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

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

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

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

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

### **COMMERCIAL GENERAL LIABILITY**

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

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

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

**ODE GRANT #39171 – SSA SIA**

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).

**ODE GRANT #39171 – SSA SIA**

**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.

**ODE GRANT #39171 – SSA SIA****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.