



Philomath School District 17J

Board Meeting

Date and Time

Thursday December 11, 2025 at 6:00 PM PST

Location

Philomath High School Community Conference Room

The Philomath School District Board of Directors will meet for a Regular Board Meeting on December 11, 2025 at 6 pm at the Philomath High School Community Conference Room located at 2054 Applegate Street.

Agenda

	Time
I. Opening Items	6:00 PM
A. Call the Meeting to Order	
B. Open Session	3 m
1. Pledge of Allegiance	
2. Approval of Consent Agenda - Vote	
3. Request for Agenda Modifications	
II. AGENDA ITEMS	6:03 PM

	Time
A. State Report Cards	10 m
B. Student Investment Account Grant Agreement	5 m
C. Probationary Teachers Status	5 m
III. Closing Items	6:23 PM
A. Next Meeting Agenda Items	3 m
B. Adjourn Meeting	1 m

Coversheet

Open Session

Section: I. Opening Items
Item: B. Open Session
Purpose:
Submitted by:
Related Material: Consent Agenda.pdf

Philomath School District 17J

CONSENT AGENDA

December 11, 2025

Updated: 12/8/25 3:21 PM

- A. **Minutes:** None
- B. **Out of State Travel:** None at this time.
- C. **Leave of Absence Request:**
 - i. Berakah Simpkins PES IA - .175 FTE unpaid leave from 1/5/26-6/11-26
- D. **Personnel/Staffing Adjustments:**
 - 1. **Retirements:** None at this time
 - 2. **Resignations:** None at this time.
 - 3. **New Hires:** None at this time
 - 4. **Staff Reassignments/Changes in FTE:**
 - i. Trevor Johnson Technology Specialist I to Technology Specialist II
 - 5. **Coaches:**
 - i. Abigail Brown Asst/JV2 Head Coach, Girls Basketball
 - 6. **Extra Duty Assignments:** None at this time
- E. **Second Reading Policies:** None at this time.

Coversheet

State Report Cards

Section: II. AGENDA ITEMS
Item: A. State Report Cards
Purpose: FYI
Submitted by:
Related Material: District Report Card.pdf
Special Education Report Card.pdf
CPS Report Card.pdf
BES Report Card.pdf
PES Report Card.pdf
PMS Report Card.pdf
PHS Report Card.pdf
PA Report Card.pdf
KVCS Report Card.pdf



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OREGON AT-A-GLANCE DISTRICT PROFILE

Philomath SD 17J



SUPERINTENDENT: Susan Halliday | 1620 Applegate Street, Philomath 97370 | 541-929-3169

Students We Serve

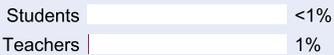


1,617

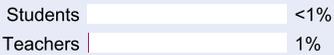
Student Enrollment

DEMOGRAPHICS

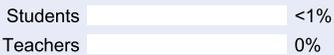
American Indian/Alaska Native



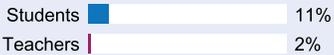
Asian



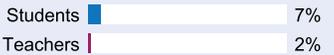
Black/African American



Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



<5%

Ever English Learners



10

Languages Spoken

17%

Students with Disabilities

12%

Mobile Students

24%

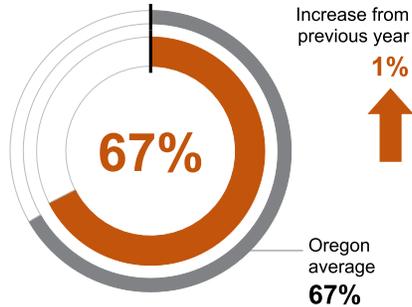
Students Experiencing Poverty

*<10 students or data unavailable

District Environment

REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.

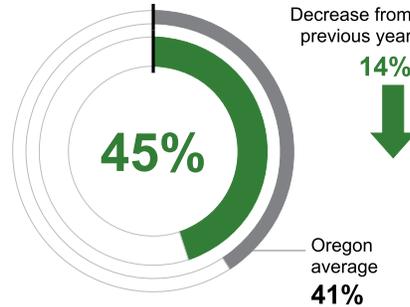


Academic Success

Grade 3

ENGLISH LANGUAGE ARTS

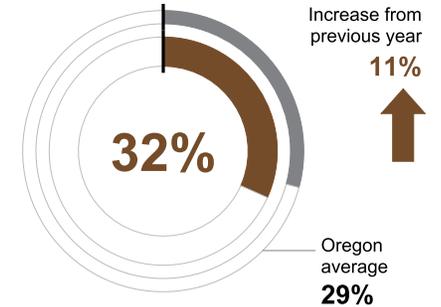
Students meeting state grade-level expectations.



Grade 8

MATHEMATICS

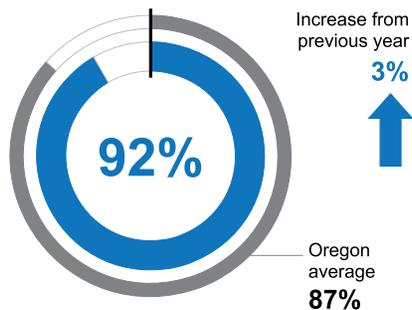
Students meeting state grade-level expectations.



High School Success

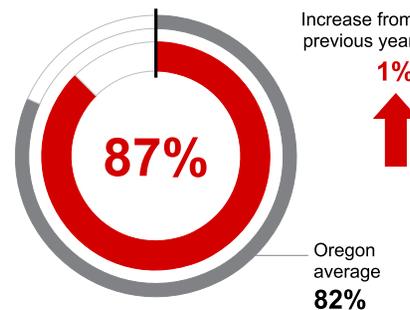
ON-TRACK TO GRADUATE

Students earning one-quarter of graduation credits in their 9th grade year.



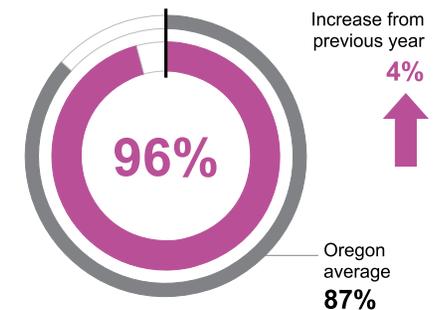
ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2020-21 graduating in 2023-24.



FIVE-YEAR COMPLETION

Students earning a high school diploma or GED within five years. Cohort Includes students who were first-time ninth graders in 2019-20 finishing in 2023-24.



District Goals

Our vision is to "graduate EVERY student and transition each into a job, training, or college." We enjoy watching our students demonstrate academic, social, and emotional growth. We measure success by reviewing the following Key Success Factors during a student's learning career: 1) Attendance at school, 2) Engagement in athletics and activities, 3) Academic knowledge and skill, 4) On-track for graduation from high school, and 5) Post-graduation plans for job, training, and/or college. Please check in with your child's school to learn more!

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.



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OREGON AT-A-GLANCE DISTRICT PROFILE CONTINUED

Philomath SD 17J

2024-25

Outcomes

Our Staff (rounded FTE)



12

Administrators



101

Teachers



47

Educational assistants



7

Counselors



1

Social Workers



1

Licensed Librarians



1

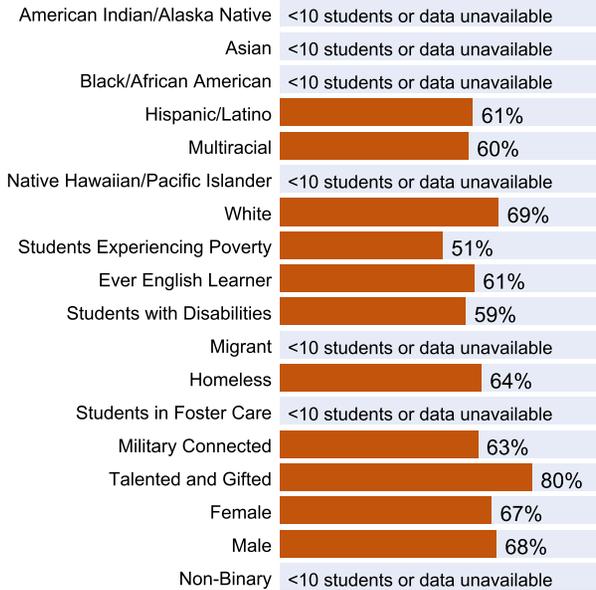
Psychologists



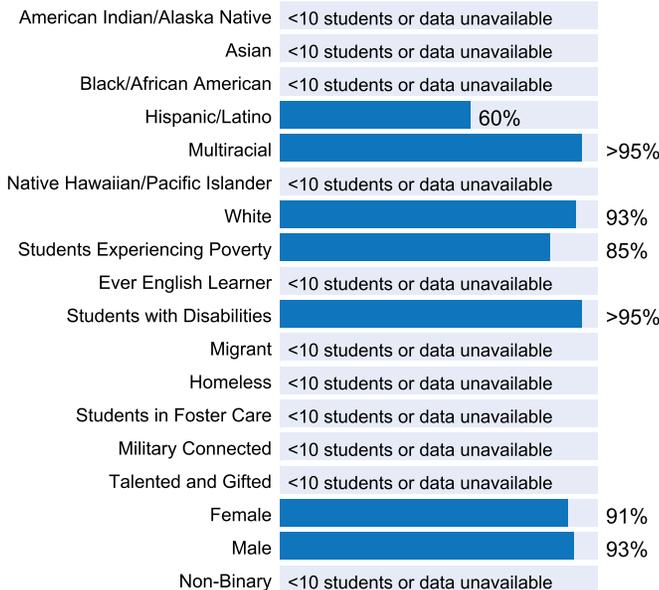
88%

% of licensed teachers with more than 3 years of experience

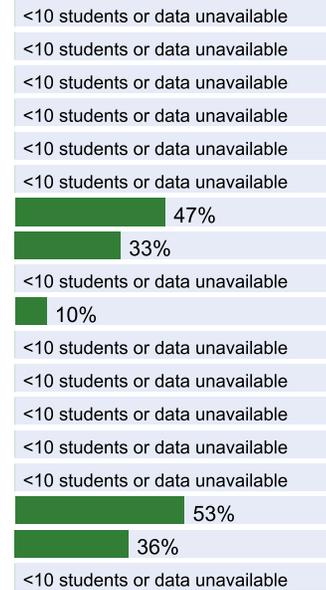
REGULAR ATTENDERS



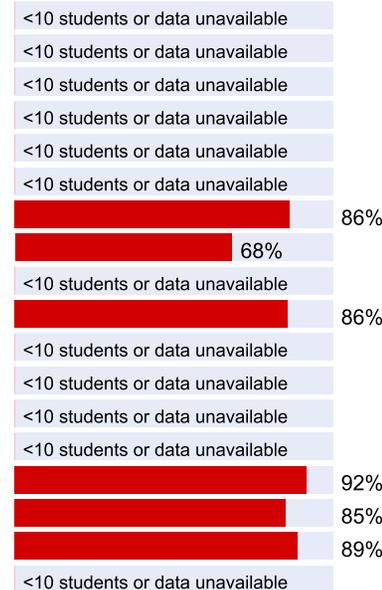
ON-TRACK TO GRADUATE



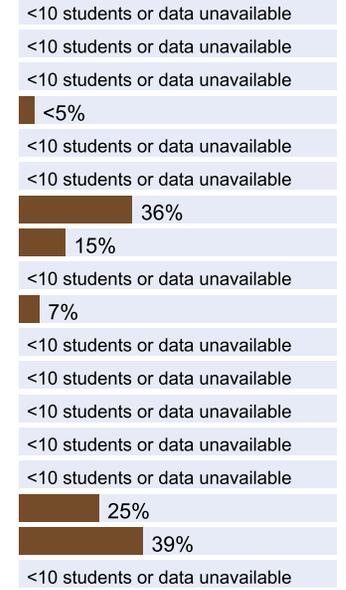
Grade 3 ENGLISH LANGUAGE ARTS



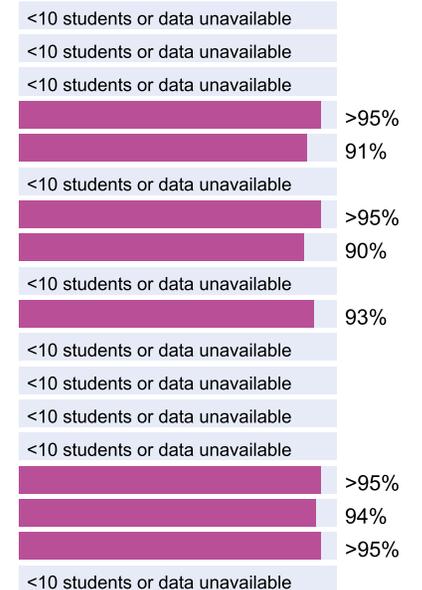
ON-TIME GRADUATION



Grade 8 MATHEMATICS



FIVE-YEAR COMPLETION





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OREGON AT-A-GLANCE SPECIAL EDUCATION PROFILE

Philomath SD 17J

2023-24

SUPERINTENDENT: Susan Halliday | 1620 Applegate Street, Philomath 97370 | 541-929-3169
DIRECTOR OF SPECIAL EDUCATION: Kelsey Greydanus | 541-929-2524

Students We Serve



235

Total Students in the
Special Education
Child Count

REGULAR CLASS

B5A. Students placed inside regular class
80% or more of day.



83.83%

Students

Oregon target - **77.00% or more**

SEPARATE CLASS

B5B. Students placed inside regular class
less than 40% of day.



9.79%

Students

Oregon target - **8.40% or less**

SEPARATE SETTINGS

B5C. Students served in separate public or
private schools, residential placements, or
homebound/hospital settings.



0.00%

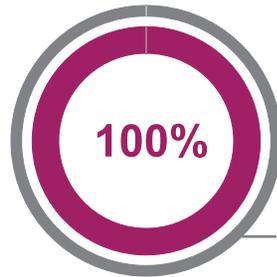
Students

Oregon target - **1.60% or less**

Eligibility Timeline

B11. SPECIAL EDUCATION ELIGIBILITY

Students with parental consent to evaluate who were evaluated and had eligibility determined within 60 school days.

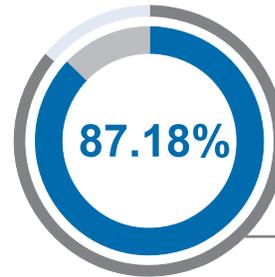


Oregon target
100.00%

Improving Services

B8. PARENT SURVEY RESULTS

Parents who report schools facilitated parent involvement as means of improving services and results.

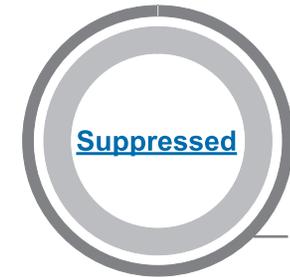


Oregon target
86.22%

Transition

B13. SECONDARY TRANSITION

IEPs in effect when a student turns 16 that include post-secondary goals, transition services, and district evidence of IEP team meeting.



Oregon target
100.00%

Information Provided by District/Program

*Information was not submitted for this section.



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OREGON AT-A-GLANCE SPECIAL EDUCATION PROFILE

Philomath SD 17J



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Equity and Disproportionality

DISTRICT IDENTIFICATION

Target: No Significant Discrepancy or Disproportionate Representation

Suspension/expulsion

B4A. Significant discrepancy in rate of suspension/expulsion for more than 10 days



**NO
SIGNIFICANT
DISCREPANCY
FOUND**

B4B. Significant discrepancy, by race or ethnicity, for more than 10 days; and, policies, procedures, or practices contributed and do not comply with requirements relating to IEP development and implementation.



**NO
SIGNIFICANT
DISCREPANCY
FOUND**

Students Receiving Special Education Services

B9. Disproportionate representation of racial/ethnic groups in special education resulting from inappropriate identification



**NO
DISPROPORTIONATE
REPRESENTATION
FOUND**

B10. Disproportionate representation of racial/ethnic groups in specific disability categories resulting from inappropriate identification

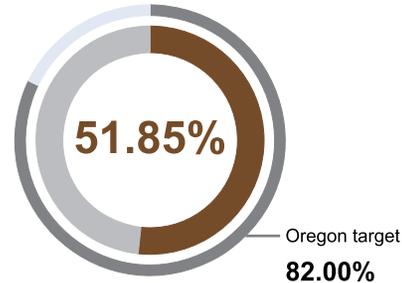


**NO
DISPROPORTIONATE
REPRESENTATION
FOUND**

Academic Success

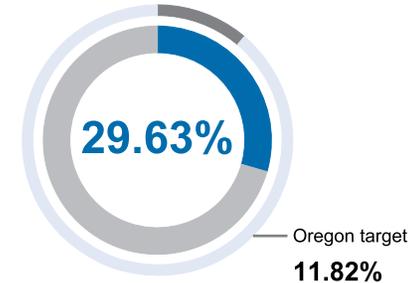
B1. GRADUATION RATE

Students with IEPs who exited special education by earning a regular or modified diploma



B2. DROPOUT RATE

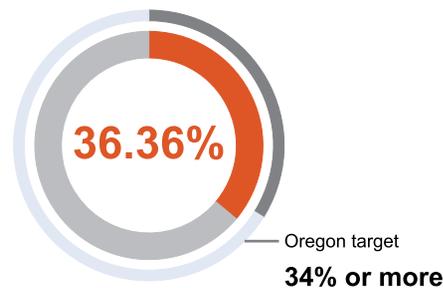
Students with IEPs who exited special education by dropping out



Outcomes

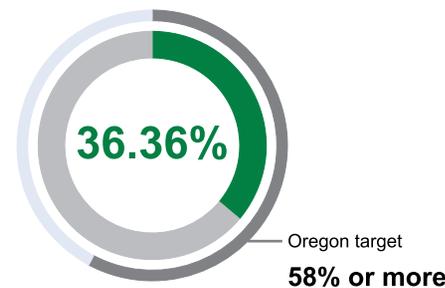
B14A. HIGHER ED

Students with an IEP who enrolled in higher education within one year of leaving high school.



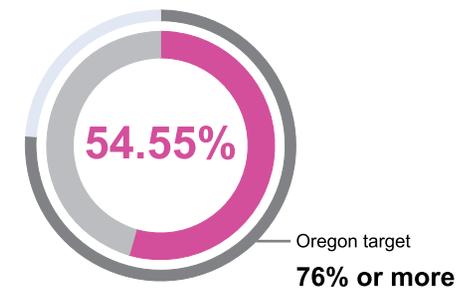
B14B. HIGHER ED/EMPLOYED

Students with an IEP who enrolled in higher education or were competitively employed within one year of leaving high school.



B14C. HIGHER ED/TRAINING/EMPLOYED

Students with an IEP who enrolled in higher education, enrolled in post secondary education/training or were competitively employed or had other employment within one year of leaving high school.



Individualized Education Program (IEP)

A written statement for a child with a disability that is developed, reviewed, and revised by an IEP Team.

Special Education (SE)

Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability.



OREGON AT-A-GLANCE SPECIAL EDUCATION PROFILE

Philomath SD 17J

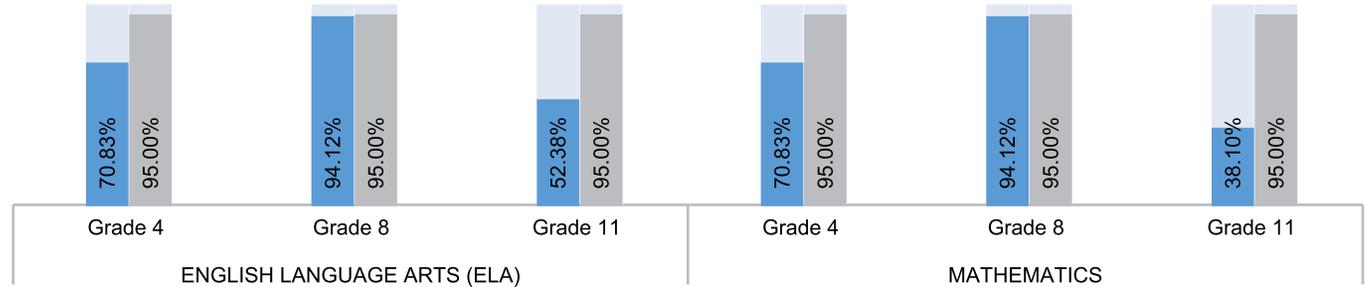


SUPERINTENDENT: Susan Halliday | 1620 Applegate Street, Philomath 97370 | 541-929-3169
 DIRECTOR OF SPECIAL EDUCATION: Kelsey Greydanus | 541-929-2524

Academic Achievement

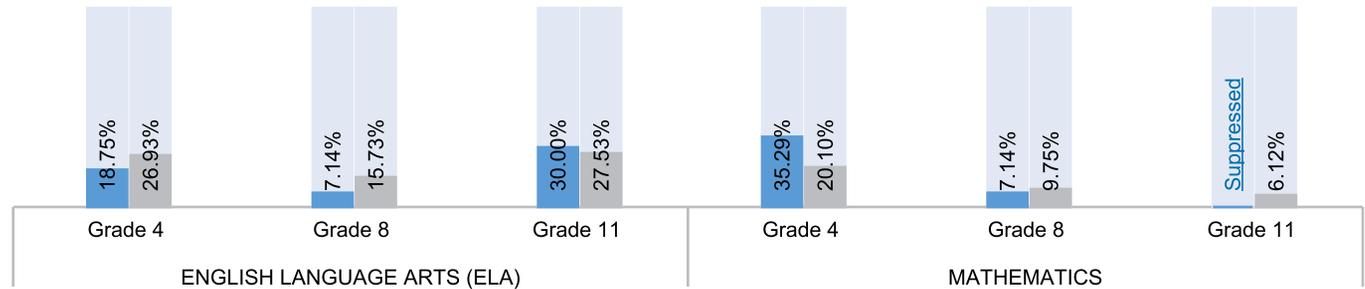
B3A: Participation

- Participation Rates for Students with IEPs
- Oregon target



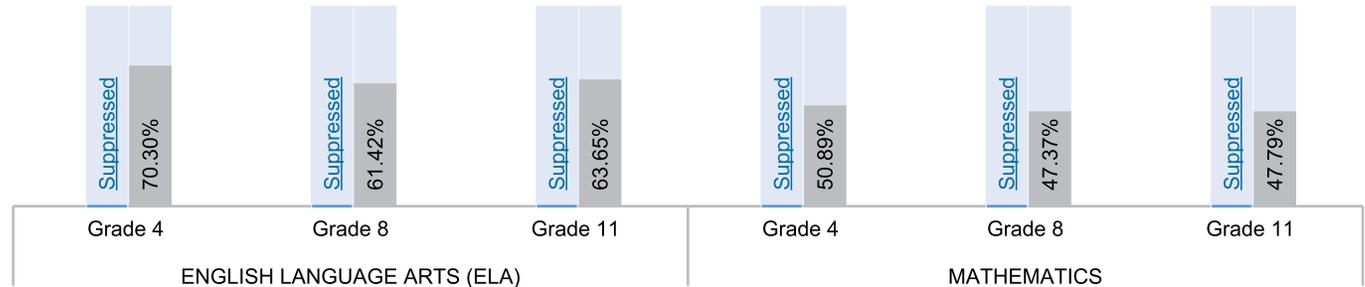
B3B: Regular Assessment

- Proficiency Rates for Students with IEPs Meeting or Exceeding Grade Level Academic Achievement Standards
- Oregon target



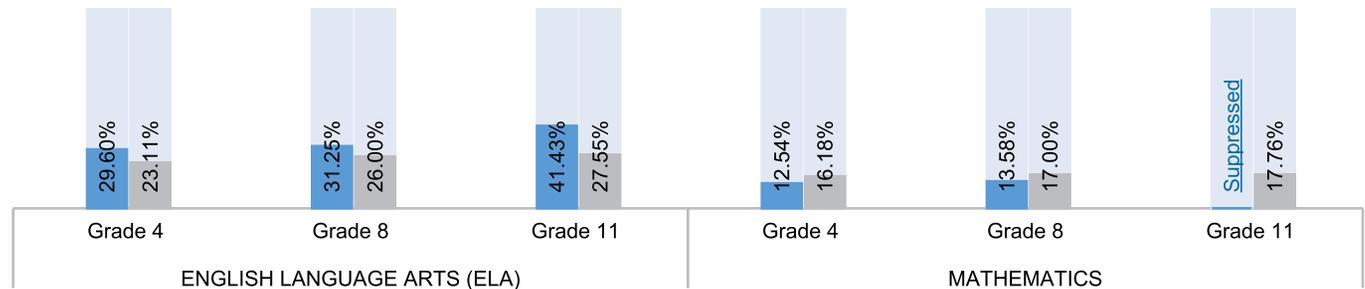
B3C: Alternate Assessment

- Proficiency Rates for Students with IEPs Meeting or Exceeding Alternate Academic Achievement Standards
- Oregon target



B3D: Gap in Proficiency

- Gap in Proficiency for Students with IEPs and All Students Against Grade Level Academic Achievement Standards (Goal is to be less than or equal to Oregon target)
- Oregon target





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OREGON AT-A-GLANCE SCHOOL PROFILE

Clemens Primary School

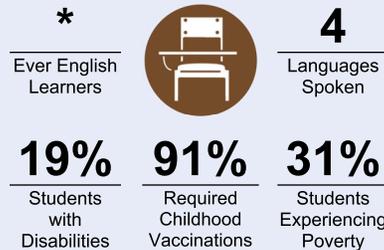
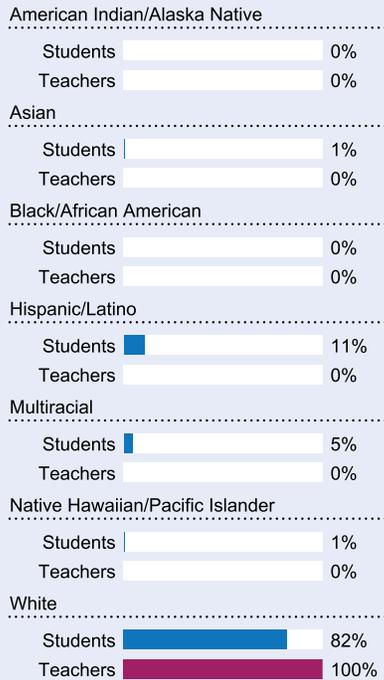


PRINCIPAL: Abby Couture | GRADES: K-1 | 535 S 19th St, Philomath 97370 | 541-929-2082

Students We Serve



DEMOGRAPHICS

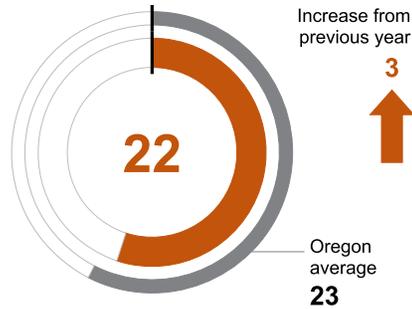


*<10 students or data unavailable

School Environment

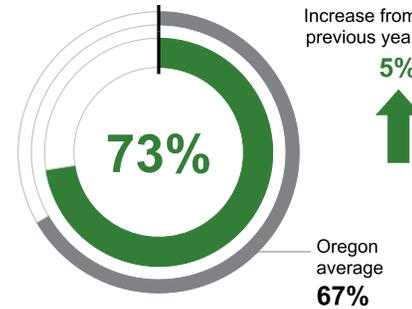
CLASS SIZE

Median class size.



REGULAR ATTENDERS

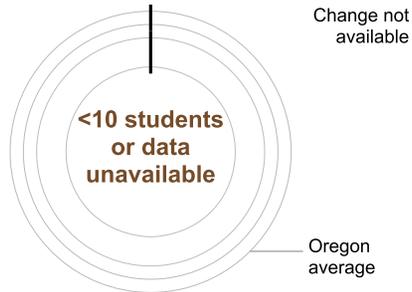
Students who attended more than 90% of their enrolled school days.



Academic Success

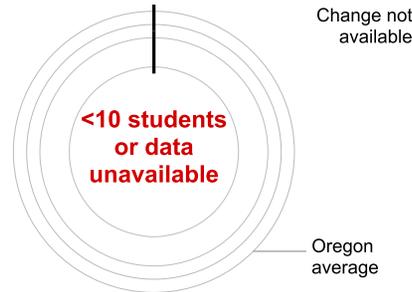
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



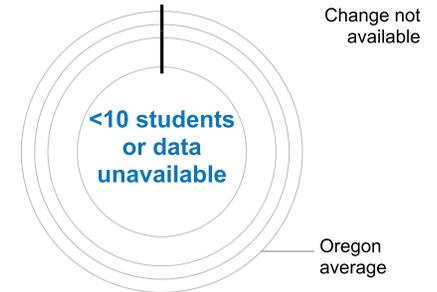
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

The Clemens staff nurtures, respects, and challenges all individuals as they grow into life-long learners. While attending Clemens Primary School, students will develop a love for learning by participating in engaging, hands-on, highly valuable lessons. They will read and be exposed to exciting, developmentally appropriate literature, use current technology respectfully and appropriately, apply hands-on science and math concepts, participate as a member of a cooperative team, demonstrate mastery and application of knowledge, and become self-directed learners.

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.

Safe & Welcoming Environment

Clemens Primary School takes proactive steps to ensure that on any given day, all students and their families feel safe, supported and secure within our building; regardless of race, socioeconomic status, or personal beliefs. Our friendly staff promotes cultural understanding and celebrates diversity. We strive to build cultural proficiency so students can successfully incorporate classroom practices, structures and processes that eliminate inequities based on race and ethnicity and build successful relationships that nurture high achievement across all diverse backgrounds.



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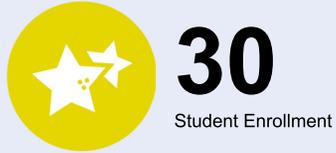
OREGON AT-A-GLANCE SCHOOL PROFILE

Blodgett Elementary School

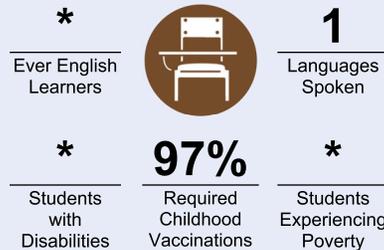
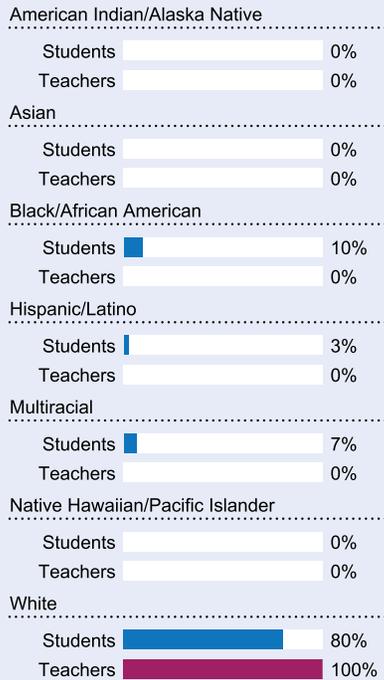


PRINCIPAL: Eric Beasley | GRADES: K-4 | 35177 Tum Tum Rd, Blodgett 97326 | 541-453-4101

Students We Serve



DEMOGRAPHICS

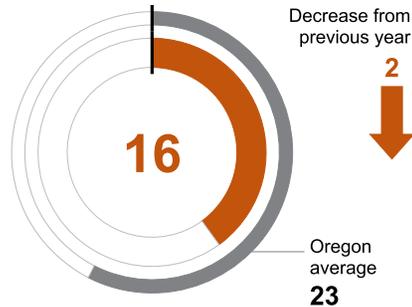


*<10 students or data unavailable

School Environment

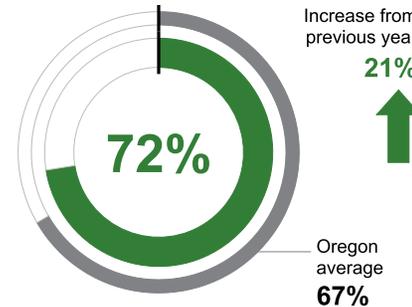
CLASS SIZE

Median class size.



REGULAR ATTENDERS

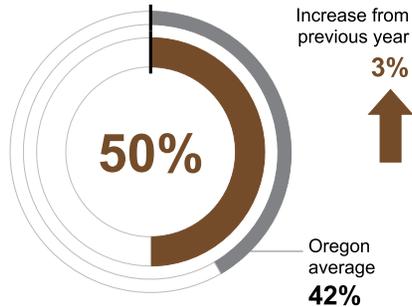
Students who attended more than 90% of their enrolled school days.



Academic Success

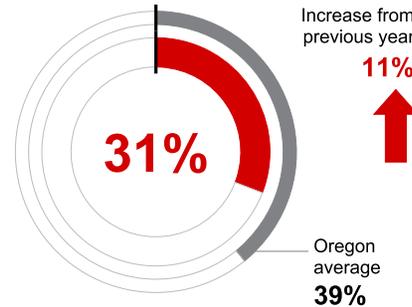
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



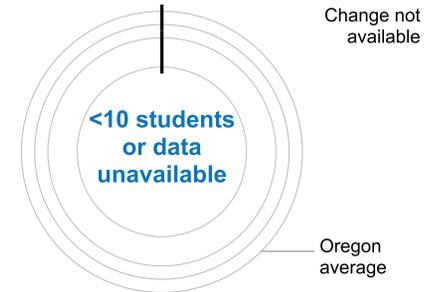
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

Our District mission is to graduate every student and transition each into a job, training, or college. We believe all students can succeed at high levels, basing instruction on a balanced, comprehensive curriculum. We recognize the importance of foundational skills and work hard to provide meaningful and integrated learning experiences in all areas. Key success factors include Regular Student Attendance; Reading at or Above Grade Level; and Math at or Above Grade Level.

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.

Safe & Welcoming Environment

Blodgett Elementary is a small rural school built on a foundation of safe and welcoming culture. Mutual respect and kindness are practiced throughout our school with a multi-age experience. Character trait education and celebrations are part of weekly "Great Gatherings.” We utilize social-emotional learning programs to support student wellness. We utilize evidenced based programs for problem solving to teach conflict resolution. Safe, Respectful, and Responsible are consistently taught and reinforced as the Wildcat Way!



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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Blodgett Elementary School

2024-25

Outcomes

Our Staff (rounded FTE)



3

Teachers



1

Educational assistants



0

Counselors/
Psychologists/
Social Workers



77%

Average teacher retention rate over the past three years



80%

% of licensed teachers with more than 3 years of experience



No

Same principal in the last 3 years

REGULAR ATTENDERS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	<10 students or data unavailable
Multiracial	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	70%
Students Experiencing Poverty	<10 students or data unavailable
Ever English Learner	<10 students or data unavailable
Students with Disabilities	<10 students or data unavailable
Migrant	<10 students or data unavailable
Homeless	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable
Military Connected	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable
Female	79%
Male	67%
Non-Binary	<10 students or data unavailable

ENGLISH LANGUAGE ARTS

<10 students or data unavailable
58%
<10 students or data unavailable

MATHEMATICS

<10 students or data unavailable
33%
<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

BES is committed to a safe learning environment. Our school utilizes a positive behavioral approach by staff to reinforce expectations. A school counselor provides instruction to all students on social and emotional skills. For safety, students all receive a Child Protection Unit. We utilize a Standard Response Protocol (SRP) for emergency response.

EXTRACURRICULAR ACTIVITIES

Blodgett Elementary partners with the community to offer multiple extracurricular opportunities during and after the school day. Examples include field trips to local industry, guest speakers, artists in residence, and partnerships with town partners in Philomath for a variety of youth sports.

PARENT ENGAGEMENT

Parents play a vital role at Blodgett Elementary. We welcome parent volunteers in our buildings and create multiple opportunities for parents to engage in our school communities with whole-school community events and traditions. Examples of Parent Engagement opportunities include: Back to School Open House, seasonal theme celebrations, and music performances. Additionally, teachers engage parents in their student learning through conferences.

COMMUNITY ENGAGEMENT

Blodgett appreciates community support. We engage with community partners in the following ways:

- Strengthening Rural Families, supporting families in rural Benton County;
- Benton County Historical Museum, supporting student projects and field trips;
- Benton County Schools Credit Union, supporting classroom grants;
- Blodgett-Summit Community Club, supporting classroom and school projects, including scholarships for PHS graduates;
- Artists in Residence with Maxtivity; and
- Oregon Department of Fish and Wildlife, supporting student projects.



OREGON AT-A-GLANCE SCHOOL PROFILE

Philomath Elementary School

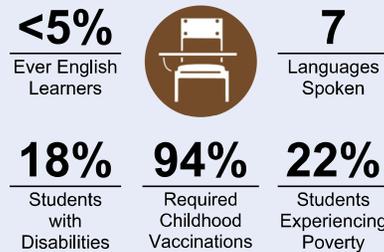
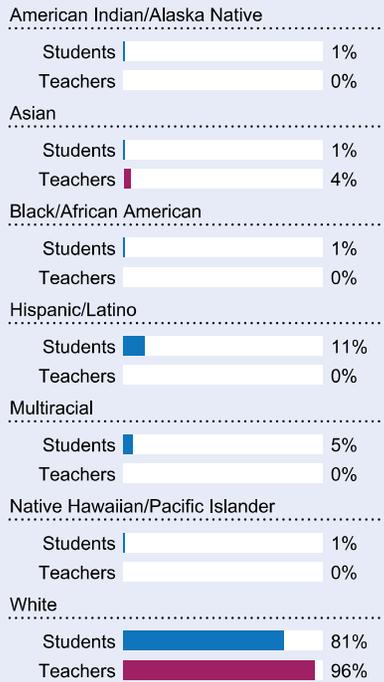


PRINCIPAL: Eric Beasley | GRADES: 2-5 | 239 S 16th St, Philomath 97370 | 541-929-3253

Students We Serve



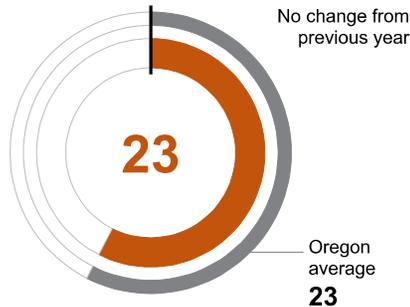
DEMOGRAPHICS



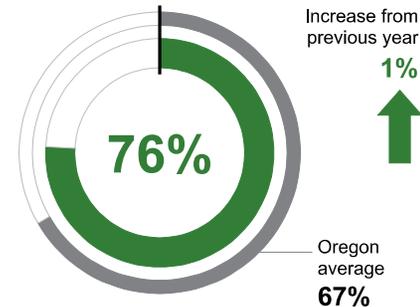
*<10 students or data unavailable

School Environment

CLASS SIZE
Median class size.



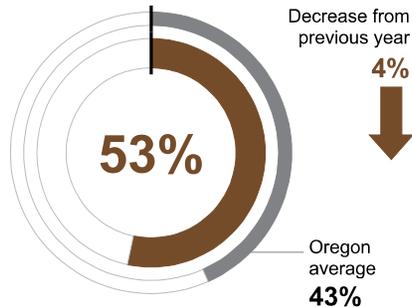
REGULAR ATTENDERS
Students who attended more than 90% of their enrolled school days.



Academic Success

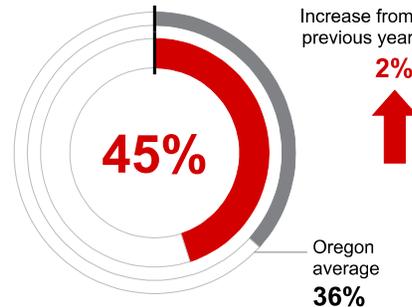
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



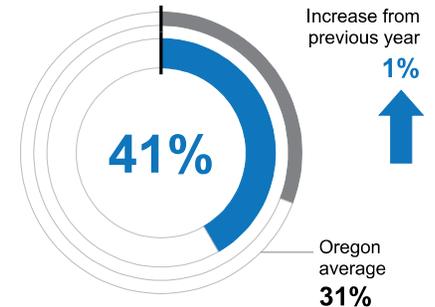
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

Our District mission is to graduate every student and transition each into a job, training, or college. We believe all students can succeed at high levels, basing instruction on a balanced, comprehensive curriculum. We recognize the importance of foundational skills and work hard to provide meaningful and integrated learning experiences in all areas. Key success factors include Regular Student Attendance; Reading at or Above Grade Level; and Math at or Above Grade Level.

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.

Safe & Welcoming Environment

PES strives to ensure all school community members are safe and welcome. Mutual respect and kindness are practiced throughout our school. Character trait education and celebrations are part of our positive tradition. We utilize character education and social-emotional learning to support student wellness. We utilize evidence-based programs for problem solving to teach conflict resolution. We promote a positive school community with a Falcon focus on S.O.A.R (safe to self and others, act responsibly, and respect).

OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Philomath Elementary School



Outcomes

Our Staff (rounded FTE)



23
Teachers



12
Educational assistants



<1
Counselors/
Psychologists/
Social Workers



89%
Average teacher retention rate over the past three years



96%
% of licensed teachers with more than 3 years of experience



No
Same principal in the last 3 years

REGULAR ATTENDERS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	74%
Multiracial	89%
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	76%
Students Experiencing Poverty	64%
Ever English Learner	67%
Students with Disabilities	73%
Migrant	<10 students or data unavailable
Homeless	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable
Military Connected	<10 students or data unavailable
Talented and Gifted	75%
Female	80%
Male	72%
Non-Binary	<10 students or data unavailable

ENGLISH LANGUAGE ARTS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
32%
64%
<10 students or data unavailable
56%
37%
27%
27%
<10 students or data unavailable
95%
59%
47%
<10 students or data unavailable

MATHEMATICS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
21%
46%
<10 students or data unavailable
49%
29%
27%
24%
<10 students or data unavailable
95%
41%
49%
<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

PES is committed to a safe learning environment. PES believes in providing equitable support for all students. Our school utilizes Positive Behavioral Interventions and Supports (PBIS). Our school counselor provides instruction to all students. We build social-emotional skills through a program called Everyday Speech and our school team quickly responds to reports related to student well-being. For safety, students all receive a Child Protection Unit - taught by our school counselor and we utilize a Standard Response Protocol (SRP) for emergency response.

EXTRACURRICULAR ACTIVITIES

Philomath Elementary partners with our community to offer multiple extracurricular opportunities during and after the school day. Opportunities include: Oregon Battle of the Books and our music program puts on several performances during the year. Before School Band is offered for 5th graders and Choir for 4th and 5th graders. Our PTO supports connection nights along with a running program to support student wellness. We have continued to partner with the Philomath Youth Activities Club (PYAC) Lego Robotics to support after school programs.

PARENT ENGAGEMENT

Parents play a vital role in Philomath Schools. We welcome parent volunteers in our schools and create multiple opportunities for parents to engage in our school communities. Examples of Parent Engagement opportunities include: Open House; music performances; Gallery Night; PES Running Program; and monthly positive behavior celebrations. Additionally, teachers engage parents in their student learning through conferences, Parent-Teacher Organization (PTO) meetings, field trips, and other community events.

COMMUNITY ENGAGEMENT

The Philomath community provides multiple opportunities to partner with our schools and enrich the lives of our students. Community organizations who partner with our school include but are not limited to:

- Maxtivity Creative Space for Artists-in-Residence,
- Philomath Community Library for literacy events,
- Philomath Police support for our Bike Rodeo,
- Swimming/water safety program,
- Strengthening Rural Families partnership through Benton County,
- Philomath Youth Activities Club (PYAC), and
- SMART reading program.



OREGON AT-A-GLANCE SCHOOL PROFILE

Philomath Middle School

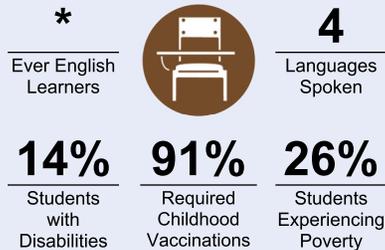
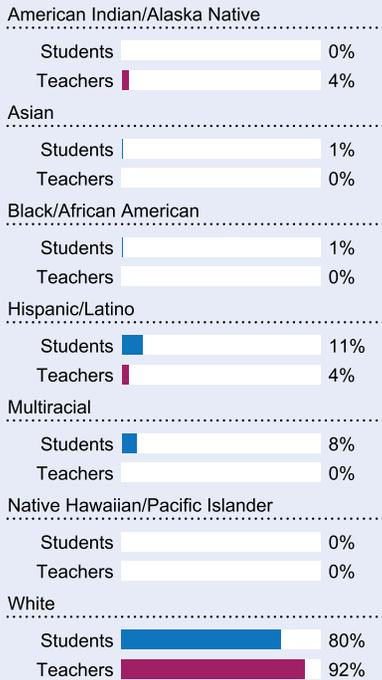


PRINCIPAL: Steve Bell | GRADES: 6-8 | 2021 Chapel Dr, Philomath 97370 | 541-929-3167

Students We Serve



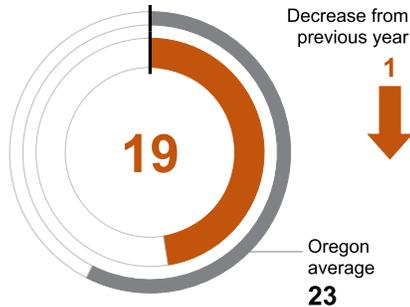
DEMOGRAPHICS



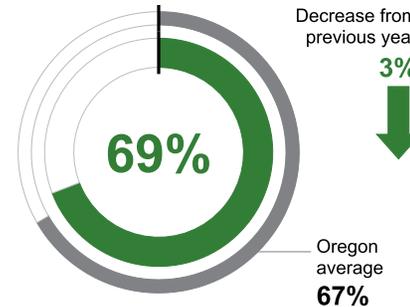
*<10 students or data unavailable

School Environment

CLASS SIZE
Median class size.



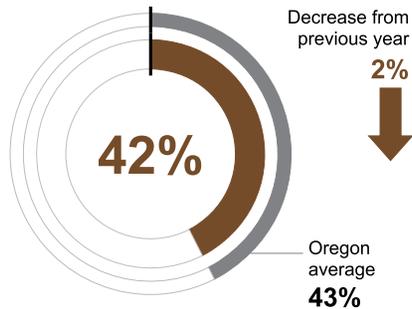
REGULAR ATTENDERS
Students who attended more than 90% of their enrolled school days.



Academic Success

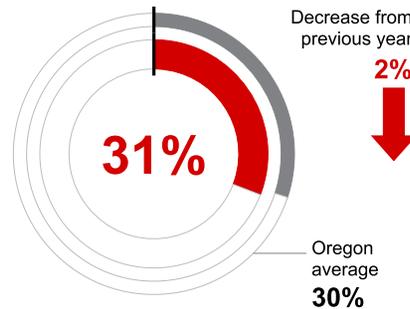
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



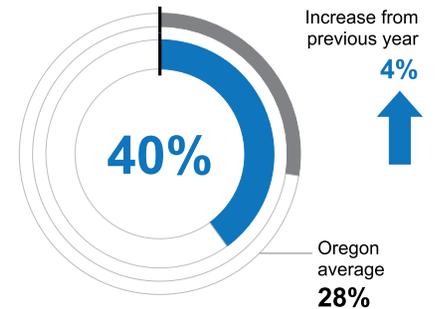
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

Our District vision is to “Graduate every student and transition each into a job, training, or college.” We provide challenging academics, with a focus on student growth. We teach intentional academic strategies and skills, and have an RTI system. Key success factors are:

- Student Engagement
- Student Attendance
- Literacy
- Mathematics
- Technology Literacy

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.

Safe & Welcoming Environment

Programs and events at PMS that specifically support a safe and welcoming learning environment: “Be Good People” - a weekly social emotional curriculum, Brave, a program recognizing awesome humans doing awesome things in awesome ways, School Spirit- all students are given a “Future Shirt” with school logo and high school graduation year, School Supplies- all students are given free school supplies, Advisory - a daily class building community and contributing to our school culture.



OREGON
DEPARTMENT OF
EDUCATION

Oregon achieves... together!

OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Philomath Middle School

2024-25

Outcomes

Our Staff (rounded FTE)



21

Teachers



8

Educational assistants



1

Counselors/
Psychologists/
Social Workers



85%

Average teacher retention rate over the past three years



86%

% of licensed teachers with more than 3 years of experience



Yes

Same principal in the last 3 years

REGULAR ATTENDERS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	70%
Multiracial	59%
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	70%
Students Experiencing Poverty	56%
Ever English Learner	<10 students or data unavailable
Students with Disabilities	55%
Migrant	<10 students or data unavailable
Homeless	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable
Military Connected	<10 students or data unavailable
Talented and Gifted	78%
Female	67%
Male	71%
Non-Binary	<10 students or data unavailable

ENGLISH LANGUAGE ARTS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
26%
46%
<10 students or data unavailable
<10 students or data unavailable
44%
33%
<10 students or data unavailable
13%
<10 students or data unavailable
91%
48%
36%
<10 students or data unavailable

MATHEMATICS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
18%
30%
<10 students or data unavailable
34%
19%
<10 students or data unavailable
7%
<10 students or data unavailable
91%
27%
35%
<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

It is the responsibility of the PMS community to provide a safe and secure environment for all people through programs such as: Passport-a positive behavior support recognition, HERO Challenge-a bullying prevention and self-awareness program for all 7th grade students, Boys Council-empowering boys to become self-motivated and build friendships, Girls Circle-empowering girls to become self-motivated and build friendships, Active Supervision-students are known by name, engaged at school. As a school building we observe and practice "I Love U Guys"; procedures for school safety. Students are taught how to effectively report bullying and bias incidents.

EXTRACURRICULAR ACTIVITIES

Philomath Middle School provides opportunities for students to participate in activities and athletics before, during, and after school such as: Drama, Archery, Basketball, Cross Country, Track, Battle of the Books, Jazz Band, Intramurals, and PHRED Robotics.

PARENT ENGAGEMENT

- Site Council- monthly meeting to review school curriculum, professional learning, and student social issues.
- Parent Conferences-Fall and Spring conferences offered in the morning and evening with various modes of interaction.
- Newsletter-monthly publication of school events distributed to parents and guardians.
- Daily Announcements-student announcements are updated daily on the school website.
- Synergy- digital gradebook is available to parents to check on their child's assignments and attendance.
- Assemblies -parents are invited to attend assemblies that give recognition to our students and community.

COMMUNITY ENGAGEMENT

- Back to School Night / Open House -we open our doors to the community to see the school and meet the school staff.
- Career Day- community members share their careers with our students.
- Rotary Student of the Month -honors an 8th grade student each month.
- Veterans Day Assembly -honors our Veterans of our community.
- Philomath Youth Activities Club- providing students athletics and activities.
- Strengthening Rural Families-provides support to families in rural Benton County.

OREGON AT-A-GLANCE SCHOOL PROFILE

Philomath High School



PRINCIPAL: Mark Henderson | GRADES: 9-12 | 2054 Applegate St, Philomath 97370 | 541-929-3211

Students We Serve



DEMOGRAPHICS

American Indian/Alaska Native	
Students	0%
Teachers	0%
Asian	
Students	<1%
Teachers	0%
Black/African American	
Students	<1%
Teachers	0%
Hispanic/Latino	
Students	11%
Teachers	3%
Multiracial	
Students	8%
Teachers	3%
Native Hawaiian/Pacific Islander	
Students	<1%
Teachers	0%
White	
Students	80%
Teachers	94%

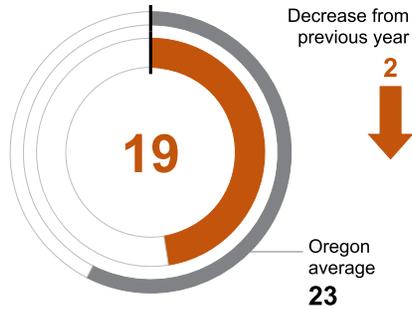
<5% Ever English Learners		4 Languages Spoken
12% Students with Disabilities	93% Required Childhood Vaccinations	15% Students Experiencing Poverty

*<10 students or data unavailable

School Environment

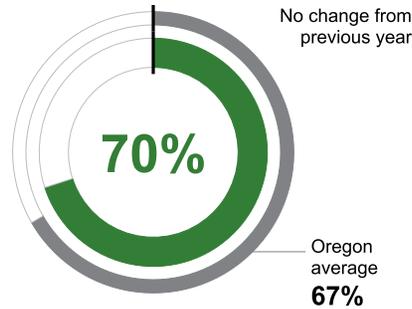
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

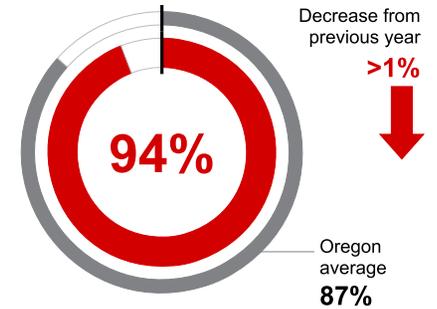
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

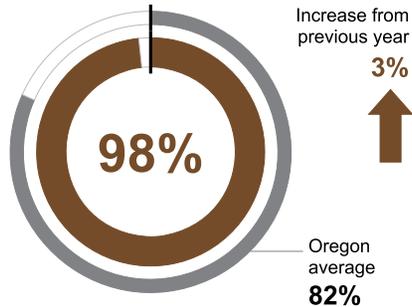
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

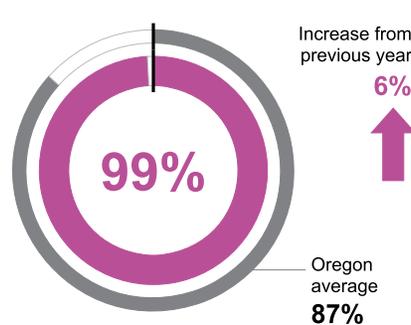
ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2020-21 graduating in 2023-24.



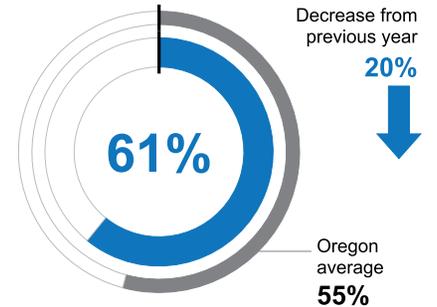
FIVE-YEAR COMPLETION

Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2019-20 finishing in 2023-24.



COLLEGE GOING

Students enrolling in a two or four year college within 12 months of completing high school in 2022-23. Data from the National Student Clearinghouse.



School Goals

PHS offers a welcoming, safe, and inclusive environment. We value participation, wanting EVERY student to find connection with a school-sponsored activity. PHS focuses on dynamic, academic interventions, seeking to increase our on-time graduation rate. PHS promotes CTE offerings with a focus on completion of CTE pathways. Advanced Placement (AP) offerings include access for underclassmen. PHS communicates with students and families through Synergy, the PHS web page, school televisions, weekly newsletter, Instagram, and daily announcements.

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.

Safe & Welcoming Environment

Philomath High School is committed to providing and welcoming environment. Supports include the following:

- Clearly-communicated school rules and boundaries;
- Mental health supports, including crisis management;
- School Clubs;
- Appropriate safety training for all staff, volunteers, and coaches/ advisors; and
- Access to Safe Oregon reporting.

OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Philomath High School



Outcomes

Our Staff (rounded FTE)



26
Teachers



9
Educational assistants



2
Counselors/
Psychologists/
Social Workers



90%
Average teacher retention rate over the past three years



96%
% of licensed teachers with more than 3 years of experience



Yes
Same principal in the last 3 years

	REGULAR ATTENDERS	ON-TRACK TO GRADUATE	ON-TIME GRADUATION
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	58%	<10 students or data unavailable	<10 students or data unavailable
Multiracial	63%	>95%	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	72%	>95%	>95%
Students Experiencing Poverty	54%	86%	>95%
Ever English Learner	70%	<10 students or data unavailable	<10 students or data unavailable
Students with Disabilities	60%	<10 students or data unavailable	82%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Military Connected	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	91%	<10 students or data unavailable	>95%
Female	68%	>95%	>95%
Male	72%	93%	>95%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

ADVANCED COURSEWORK

Philomath High School offers the following advanced courses:

- AP American Government
- AP Calculus
- AP Computer Science
- AP Environmental Science
- AP U.S History
- College Writing, College Now Pre-Calculus

Generally, enrolled students take multiple sections of an advanced course.

CAREER & TECHNICAL EDUCATION

Career and Technical Education is highly accessed by students at Philomath High School. Courses are offered in the following areas of study:

- Business Management;
- Culinary Arts;
- Forestry;
- Health Occupations; and
- Industrial and Engineering Systems.

EXTRACURRICULAR ACTIVITIES

Philomath High School is committed to student participation in extracurricular activities. Available opportunities include the following:

Athletics:

Fall: Cheer; Cross Country, Dance; Football, Soccer, Volleyball

Winter: Basketball, Cheer, Dance, Swimming, Wrestling

Spring: Baseball, Softball, Tennis, Track & Field, Men’s Volleyball, Golf

- Performing Arts: Band, Choir, Theatre
- School Clubs: Chess, Equestrian, Forestry, German, Green Team, Pride, Robotics, Skiing, Racial Equity

PARENT & COMMUNITY ENGAGEMENT

Parents and community members are kept engaged in the following ways:

- Back-to-School Open House
- Parent/ Teacher Conferences
- Parent Volunteer Opportunities
- Emerging Bilingual Advisory Committee (K-12)
- Special Education Advisory Committee (K-12)
- Monthly Chats with the Principal
- PHS Forestry Council
- PHS Booster Club
- University Presentations
- Local Business Presentations
- Weekly Warrior Newsletter

OREGON AT-A-GLANCE SCHOOL PROFILE

Philomath Academy



PRINCIPAL: Garth Gerot | GRADES: K-12 | 2054 Applegate St, Philomath 97370 | 541-929-3169

Students We Serve



DEMOGRAPHICS

American Indian/Alaska Native	
Students	2%
Teachers	0%
Asian	
Students	0%
Teachers	0%
Black/African American	
Students	0%
Teachers	0%
Hispanic/Latino	
Students	13%
Teachers	0%
Multiracial	
Students	6%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	0%
Teachers	0%
White	
Students	79%
Teachers	100%

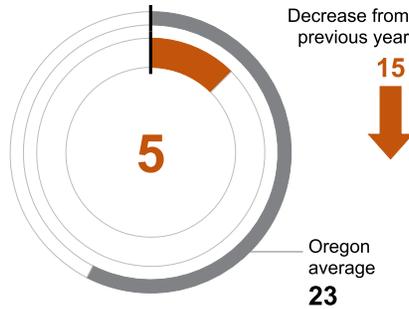
*		3
Ever English Learners		Languages Spoken
22%	83%	39%
Students with Disabilities	Required Childhood Vaccinations	Students Experiencing Poverty

*<10 students or data unavailable

School Environment

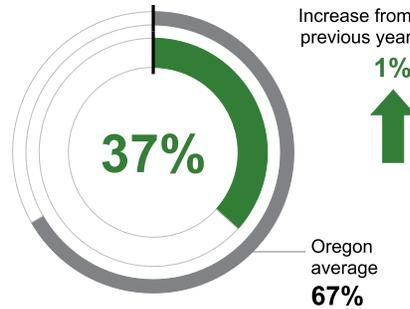
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

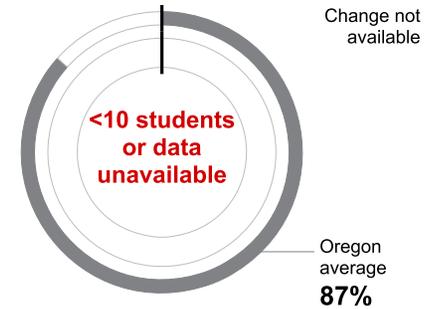
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

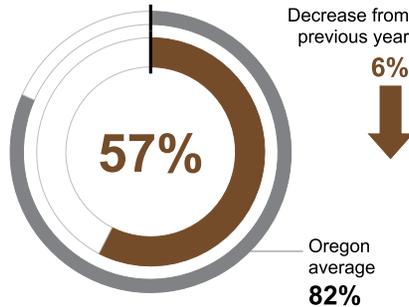
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

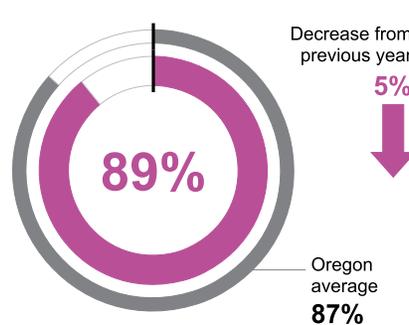
ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2020-21 graduating in 2023-24.



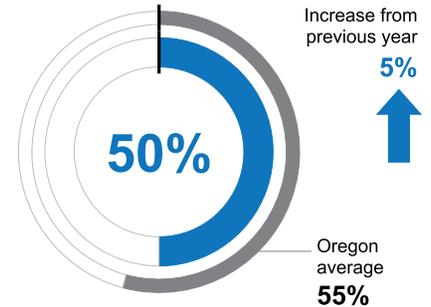
FIVE-YEAR COMPLETION

Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2019-20 finishing in 2023-24.



COLLEGE GOING

Students enrolling in a two or four year college within 12 months of completing high school in 2022-23. Data from the National Student Clearinghouse.



School Goals

At The Philomath Academy, we inspire curiosity—curiosity builds resilience, and resilience leads to mastery. We offer a flexible alternative to traditional schooling, bridging learning gaps and creating custom academic paths. With quality curriculum, strong teacher and family support, and consistent progress checks, we help diverse learners stay engaged. Students explore future careers and certification options, and apply their learning through 21st-century skills: Critical Thinking, Communication, Creativity, and Collaboration.

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.

Safe & Welcoming Environment

Philomath Academy is an equitable, inclusive, and supportive community where all students feel safe, valued, and celebrated for their individuality. PA offers an alternative to traditional classrooms, providing flexible learning tailored to each student’s strengths and needs. In this safe and welcoming space, students expand their knowledge and skills with personalized support. Staff collaborate with students to help them reach academic and social-emotional goals, fostering connection and growth.



OREGON
DEPARTMENT OF
EDUCATION

Oregon achieves... together!

OREGON AT-A-GLANCE SCHOOL PROFILE

Kings Valley Charter School



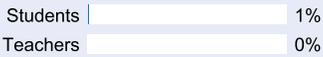
PRINCIPAL: Athena Lodge | GRADES: K-12 | 38840 Kings Valley Hwy, Philomath 97370 | 541-929-2134

Students We Serve

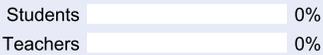


DEMOGRAPHICS

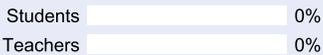
American Indian/Alaska Native



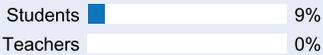
Asian



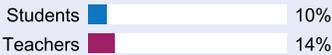
Black/African American



Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



*



1

Ever English Learners

Languages Spoken

27%

Students with Disabilities

87%

Required Childhood Vaccinations

35%

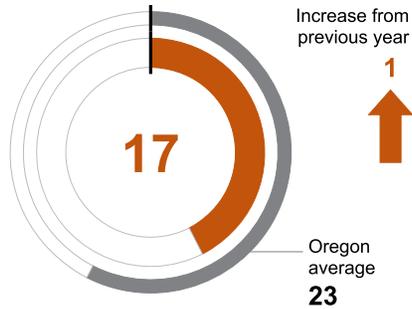
Students Experiencing Poverty

*<10 students or data unavailable

School Environment

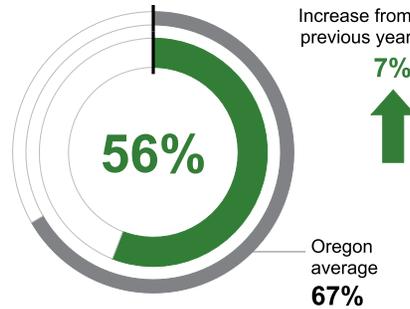
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

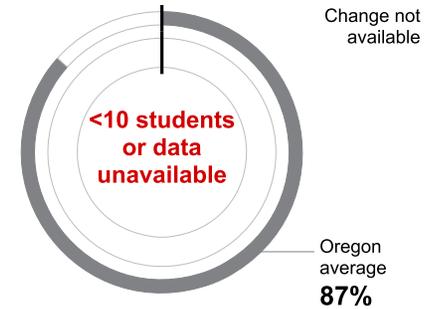
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

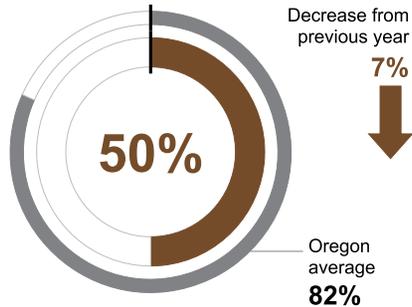
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

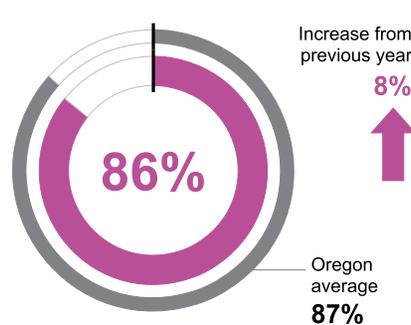
ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2020-21 graduating in 2023-24.



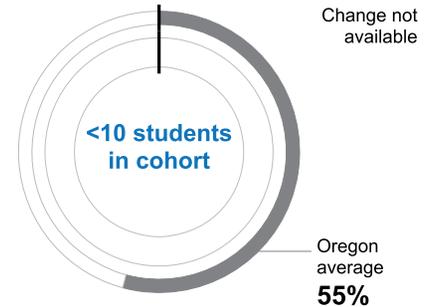
FIVE-YEAR COMPLETION

Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2019-20 finishing in 2023-24.



COLLEGE GOING

Students enrolling in a two or four year college within 12 months of completing high school in 2022-23. Data from the National Student Clearinghouse.



School Goals

Our goals at KVCS are to provide a strong foundation in reading, writing, and math; to support students in reaching grade level or higher; and to help each learner achieve their full academic potential. We aim to foster a love of learning that lasts a lifetime while encouraging students to take ownership of their progress and success. KVCS is committed to academic excellence for all students, promoting self-motivation, responsibility, and a positive attitude. Finally, we strive to prepare our graduates for the next phase of life—whatever path they choose.

State Goals

The Oregon Department of Education is partnering with school districts and communities statewide to reach a 90% on-time graduation rate by 2027. Anchored in the pillars of Academic Excellence, Belonging & Wellness, and Accountability, ODE prioritizes evidence-based strategies that strengthen early literacy, improve attendance, and deepen student engagement. We are committed to eliminating opportunity and achievement gaps for historically underserved students. By investing in culturally responsive practices, cultivating inclusive school environments, and fostering a culture of continuous improvement, we can help ensure every student thrives.

Safe & Welcoming Environment

KVCS's small school size allows students to be truly known and cared for by both staff and peers. Students interact across grade levels in meaningful ways—elementary students have "reading buddies," while middle and high school students serve as classroom aides and mentors for younger learners. These opportunities help foster a strong sense of belonging and community while building relationships across grade levels. In addition, our school counselor and paraprofessionals provide extra support, equipping students with skills to succeed both in school and beyond.

OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Kings Valley Charter School



Outcomes

Our Staff (rounded FTE)



13
Teachers



4
Educational
assistants



<1
Counselors/
Psychologists/
Social Workers



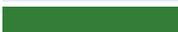
79%
Average teacher
retention rate over
the past three years



74%
% of licensed teachers
with more than 3 years
of experience



Yes
Same principal in
the last 3 years

	REGULAR ATTENDERS	ON-TRACK TO GRADUATE	ON-TIME GRADUATION
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	 53%	<10 students or data unavailable	<10 students or data unavailable
Multiracial	 42%	<10 students or data unavailable	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	 59%	<10 students or data unavailable	<10 students or data unavailable
Students Experiencing Poverty	 44%	<10 students or data unavailable	<10 students or data unavailable
Ever English Learner	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students with Disabilities	 54%	<10 students or data unavailable	<10 students or data unavailable
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Military Connected	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	 56%	<10 students or data unavailable	<10 students or data unavailable
Male	 58%	<10 students or data unavailable	<10 students or data unavailable
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

ADVANCED COURSEWORK

WORLD LANGUAGE COURSES: High school students are able to enroll in a world language course .
AP, HONORS & DUAL ENROLLMENT COURSES: AP Courses are offered for high school students. Students from grades 9 through 12 are offered AP Sciences, History, Government, Math, and Literature classes. Honors courses in Literature are also available. We offer College Now, Chemeketa Partnership courses, and LBCC Partnership courses.

CAREER & TECHNICAL EDUCATION

- KVCS offers a Culinary CTE Pathway, with additional opportunities in Agricultural Sciences and Natural Resources.
- Our Personal Finance and Career Foundations courses help students build practical skills, plan, and prepare for success beyond high school.
- YouScience is utilized to guide students in exploring career interests and identifying future opportunities.
- In their senior year, students participate in an internship experience, giving them valuable hands-on learning as they transition into life after graduation.

EXTRACURRICULAR ACTIVITIES

Field trips are an integral part of learning at KVCS, giving students hands-on experiences that connect classroom instruction to the real world. These trips provide opportunities to explore nearby natural areas, strengthen relationships with peers and adults, and engage in community service learning projects. Students may participate in athletics, after-school clubs, and regularly scheduled academic support sessions for additional help. For secondary students, regular socials provide structured opportunities to strengthen peer relationships beyond the classroom. Through these experiences, students engage in hands-on learning, relationship-building, and service that support both personal growth and academic success.

PARENT & COMMUNITY ENGAGEMENT

KVCS actively promotes parent and community engagement to support student learning. Parents are encouraged to contribute 20 volunteer hours annually through classroom assistance, field trip supervision, and other school activities. Monthly "Project Days" provide opportunities for parents and community members to share skills and expertise with elementary students. The KVCS Parent Teacher Organization further contributes to school improvement through fundraising and community events. To ensure consistent communication regarding student achievement, KVCS schedules three sets of parent-teacher conferences each school year, and teachers strive to maintain ongoing communication with families outside of scheduled conferences.

Coversheet

Student Investment Account Grant Agreement

Section: II. AGENDA ITEMS
Item: B. Student Investment Account Grant Agreement
Purpose: Vote
Submitted by:
Related Material: SIA Grant Agreement.pdf

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. **39274**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Philomath SD 17J** (“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 or behavioral health needs and to increase academic achievement, including reducing 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, 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:

Susan Halliday
 1620 Applegate Street
 Philomath, OR 97370
 susan.halliday@philomath.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
2025-27 Total Biennial Allocation (TBA)	July 1, 2025 – June 30, 2027	\$3,336,311.82
Less: 2025–27 Q1 projected amount made available under Agreement number [34457] (the “Prior Grant Agreement.”)	July 1, 2025 – June 30, 2027	(\$424,089.45) ✓
2025-26 Year 1 – Allocation - CURRENT	July 1, 2025 – June 30, 2027	\$1,210,703.34 ✓
2026-27 Year 2 – Allocation – RESERVED (not yet released)	July 1, 2025 – June 30, 2027	\$1,701,519.03 ✓
2027-29 Quarter 1 projected (2027-29 Q1)	July 1, 2027 – September 30, 2027	\$436,738.31
Total Grant Funds (2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)		\$3,348,960.68

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

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

Grant Funds include allocations for participating district-sponsored charter schools, as described in Exhibit A, Section 1: Charter School Participation.

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

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to

Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

- 8.1.1 Grantee is eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

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

SECTION 9: OWNERSHIP

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

above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

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

SECTION 10: CONFIDENTIAL INFORMATION

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

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

10.3 Identity Protection Law. Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one

calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

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

SECTION 11: INDEMNITY/LIABILITY

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

of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

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

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any

limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

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

- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

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

identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

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

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

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

Philomath SD 17J

By: [Signature]
Authorized Signature

11-19-2025
Date

Suzanne Halliday
Printed Name

Superintendent
Title

93-6000208
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: AAG Devon Thorson
Assistant Attorney General

11/04/2025 via email
Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

SSA 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.

Charter School Participation

The Grantee’s approved Integrated Plan includes outcomes and strategies and a two-year budget for **Kings Valley Charter School**, which is a district-sponsored charter school(s) participating under the Grantee’s oversight during the 2025–27 biennium.

The Grantees allocation includes funding attributable to the ADMw of the participating charter school(s). The Grantee shall administer and distribute these funds to each charter school in accordance with the executed District Charter Program Agreement , established under the Integrated Guidance, and the requirements of ORS 327.185(4).

SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

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

Allowable Use of Grant Funds

Grantee must use the Grant Funds only for:

1. Increasing instructional time, which may include:
 - More hours or days of instructional time;
 - Summer programs;
 - Before-school or after-school programs; or
 - Technological investments that minimize class time used for student assessments.
2. Addressing students’ health or safety needs, which may include:
 - Social-emotional learning and development;
 - Student mental and behavioral health;
 - Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school;
 - Student health and wellness;
 - Trauma-informed practices;
 - School health professionals and assistants;
 - Facility improvements directly related to improving student health or safety.
3. Reducing class sizes, which may include:

- increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.
4. Expanding availability of and student participation in well-rounded learning experiences, which may include:
- Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade;
 - Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers;
 - Broadened curricular options at all grade levels, including access to:
 - Art, music, and physical education classes;
 - Science, technology, engineering, and mathematics (STEM) education;
 - Career and technical education, including career and technical student organization programs;
 - Electives that are engaging to students;
 - Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs;
 - Dropout prevention programs and transition supports;
 - Life skills classes;
 - Talented and gifted programs;
 - Access to licensed educators with a library media endorsement

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

SECTION IV – REPORTING REQUIREMENTS

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

Reporting Period	Due Date	Deliverable
July 1 – September 30	November 15	Submit financial and performance progress report.
October 1 – December 31	February 15	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	August 15	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).

ODE GRANT #39274 – SSA SIA

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

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

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

SIA Grant Monitoring

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

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

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

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

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

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

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

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

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 30th, 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 PHILOMATH SD 17J

SECTION I – PROGRESS MARKERS FOR 2025-2027 BIENNIUM

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

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

A. Start to See: Early Signs of Progress

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

B. Gaining Traction: Intermediate Changes

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

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

C. Profound Progress: Substantial and Significant Changes

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

SECTION II – FINALIZED CO-DEVELOPED LPGTS

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

Target Type	2025-26	2026-27	2027-28
Four Year Cohort Graduation			
Baseline Target: All Students	80.0%	83.0%	86.0%
Stretch Target: All Students	88.0%	91.0%	94.0%
Gap-Closing Target: All Focal Group Students	70.8%	74.3%	77.8%
Five Year Cohort Completion			
Baseline Target: All Students	>95%	>95%	>95%
Stretch Target: All Students	>95%	>95%	>95%
Gap-Closing Target: All Focal Group Students	90.0%	92.0%	94.0%
9th Grade on-Track			
Baseline Target: All Students	87.7%	88.6%	90.0%
Stretch Target: All Students	91.0%	93.0%	95.0%
Gap-Closing Target: All Focal Group Students	83.0%	85.0%	87.0%
3rd Grade ELA Proficiency			
Baseline Target: All Students	55.6%	57.6%	59.6%
Stretch Target: All Students	59.0%	61.0%	63.0%
Gap-Closing Target: All Focal Group Students	32.9%	35.1%	37.3%
Regular Attenders			
Baseline Target: All Students	66.0%	67.0%	68.0%
Stretch Target: All Students	69.0%	71.0%	73.0%
Gap-Closing Target: All Focal Group Students	52.5%	54.0%	55.5%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

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

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

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

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

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

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

PROFESSIONAL LIABILITY

Required **Not required**

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

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

EXCESS/UMBRELLA INSURANCE

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

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

ADDITIONAL INSURED

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

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

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

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

Coversheet

Probationary Teachers Status

Section: II. AGENDA ITEMS
Item: C. Probationary Teachers Status
Purpose: Vote
Submitted by:
Related Material: Licensed Teacher Designations.pdf

2026-2027 Licensed Teacher Designations

Last	First	Year
Allen	Madison	contract status
Beachy	Marissa	contract status
Bennett	Suzanna	contract status

Oregon HB 2900 changed the rules about probationary and contract teachers. Rather than always needing to complete a three-year probationary period when hired into a new district, licensed staff members who have been given 'contract' status in another Oregon district are only required to work two successive years in their new district before being able to attain contract status.

We have three individuals in Philomath who meet this criteria. As a result, all three are being recommended for movement from probationary to contract status. With the law scheduled to go into effect on January 1, 2026, these recommendations will go before the Philomath School Board on December 18, 2025 for contract status in the Philomath School District beginning in the 2026-2027 school year.