

## Fern Ridge School District Board of Directors

Monday, December 15, 2025 The doors will open at 6:15pm

District Administration Office, 88834 Territorial Road, Elmira, Oregon 97437

### 1. Call to Order: Public - 6:30 pm

We have a shared vision in the Fern Ridge School District: Provide excellence for every student so that each will reach their greatest potential.

Thank you to the members of the public who have joined us. As a reminder, School Board meetings and work sessions are meetings of the Board held in public, providing an opportunity to observe the Board's discussion and actions.

In an effort to conduct official Board business, we ask that the audience be respectful and refrain from questions, comments, and unnecessary noise while the Board conducts the meeting.

There is an opportunity for citizen comment tonight, and the Board looks forward to hearing from those who signed up. I will share some reminders when we get to that portion of the meeting.

Also, please note that all Board meetings are live-streamed and posted on the School Board area of the website.

### 2. Citizenship Award(s)

**Presenter:** Olivia Johnson and Cydney Vandercar

### 3. Flag Salute led by Citizenship Award Winner

### 4. Public Comment: The Fern Ridge School Board encourages public input. A person wanting to provide public comment will need to complete and submit an Intent to Speak form to the Board secretary by 1:00 pm on the day of the board meeting.

Public comment is limited to this place on the agenda not to exceed a total of 30 minutes for all commenters. A person giving public comment is limited to an established time limit of (4) four minutes. While speakers may, during public meetings, offer objective criticism of school operations and programs, the Board will not hear personal complaints concerning district personnel nor against any person connected with the school system.

Please state your name and if you are a resident of the district. If speaking for an organization, state the name of the organization. The Board reserves the right to

refer the matter to the administration.

**5. Monthly Items:**

5.A. Approval of Minutes - Board Action

**6. Business Office**

**Presenter:** Business  
Manager, Quanah  
Bennett

6.A. Enrollment Report

6.B. General Fund Revenue and Expenditure Report -  
Board Action

**7. Reports:**

7.A. Fern Ridge Education Association

7.B. Oregon School Employees Association

7.C. Student Representative(s) to the School Board  
Report

**Presenter:** Rylee Rice  
and Jake VanDamme

7.D. Director of K-12 Programs

7.D.1. FRSD Board Goals - LPGT December  
Presentation

7.D.2. SIA -State of Oregon Grant Agreement -  
Board Action

7.D.3. Great Body Shop curriculum update.

7.E. Superintendent's Report

**8. Discussion Items**

8.A. First Reading of Proposed Policy Updates - CBG  
update Evaluation of the Superintendent, CCG  
update Evaluation of Administrators, DBEA update  
Budget Committee, EBC/EBCA delete Emergency  
Procedures and Disaster Plans, EBCA replace  
Safety Threats, IKF update Graduation  
Requirements, JEA update Compulsory Attendance,  
and JEA-AR update Compulsory Attendance Notices  
and Citations.

**9. Personnel**

9.A. Licensed Employees Resignations/New  
Hires/Transfers/Other

9.A.1. None at this time

9.B. Non-Licensed Personnel Report

**10. Late Items/Closing Comments/Board Community  
Involvement**

**11. Upcoming Events**

**December 22-January 2: Winter Break**

**January 5: School Resumes**

**January 19: No School-MLK Jr Day**

**January 22: End of 2nd Quarter**

January 23: No School-Teacher Work Day

Elmira Elementary:

December 16: 6pm PTA

December 18: Holiday Luncheon

January 20: 6pm PTA

Veneta Elementary:

December 18: Holiday Luncheon

January 12: 5:30pm PALS

Fern Ridge Middle School:

December 19: 1:20pm Staff vs Student Volleyball  
game

Elmira High School:

January 23-25: School Play

12. Adjournment



**FERN RIDGE SCHOOL DISTRICT 28J**  
School Board Meeting Minutes

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**WORK SESSION of the FERN RIDGE SCHOOL BOARD**

**November 17, 2025**

**Zoom Webinar & In-Person Meeting**  
88834 Territorial Rd.  
Elmira, Or 97437

**CALL TO ORDER (Agenda Item 1):** The work session of the Fern Ridge School Board was called to order by Chair Grover at 5:31pm.

In attendance were Directors Kathleen Pizzola, WC Grover, Brian Kirkpatrick and Superintendent Gary Carpenter. Mark Gent attended via Zoom and conference call. Lisa McCann arrived at 5:37pm.

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**DISCUSSION ITEMS: (Agenda Item 2):**

**2. A. OSBA Election Ballot:** Chair Grover opened the floor for motions to support candidates.

Director Pizzola made a motion that the Fern Ridge School Board support Adrian Pollut for the OSBA Legislative Policy Committee, position number 6. There was no second and the motion failed.

Director Gent made a motion for Judy Newman, seconded by Chair Grover. There was no discussion. The motion fails with Director Gent and Grover voting yes, Director Pizzola voting no, and Director Kirkpatrick abstaining. 2-1-1. There was a time of discussion that the question will be asked of OSBA if it has to be three votes to pass a motion or just the majority of those present.

Chair Grover made a motion to support Nichole DeGraff for Board of Directors, position number 6, seconded by Director Pizzola. There was no discussion. The motion carried with Directors Gent, Kirkpatrick, Pizzola, Grover and McCann voting yes. 5-0.

**2. B. Board Stipends:** The board discussed whether or not to move forward with implementing

board stipends.

**2. C. K-2 / 3-5 Model:** Superintendent Carpenter presented slides to illustrate the pros, cons and logistics of the two elementary schools going into this reconfiguration for the next school year. There was a time of discussion.

**2. D. Superintendent Evaluation Process:** As the board had passed the designated time for the work session, it was decided to move this item to item 10: Late Items/Closing Comments/Board Involvement of the regular meeting.

**ADJOURNMENT (Agenda Item 3):** The work session was adjourned at 6:38 pm.

Attest: \_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Gary E. Carpenter, Jr., Superintendent



**FERN RIDGE SCHOOL DISTRICT 28J**  
School Board Meeting Minutes

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**REGULAR MEETING of the FERN RIDGE SCHOOL BOARD**

**November 17, 2025**

**Zoom Webinar & In-Person Meeting**  
88834 Territorial Rd.  
Elmira, Or 97437

**CALL TO ORDER (Agenda Item 1):** The regular meeting was called to order at 6:42 pm.

In attendance were Directors Lisa McCann, WC Grover, Kathleen Pizzola, Brian Kirkpatrick and Superintendent Gary Carpenter. Mark Gent attended via Zoom.

We have a shared vision in the Fern Ridge School District: Provide excellence for every student so that each will reach their greatest potential.

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There is an opportunity for citizen comment tonight, and the Board looks forward to hearing from those who signed up. I will share some reminders when we get to that portion of the meeting.

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**CITIZENSHIP AWARD (Agenda Item 2):** The November Citizenship Award was postponed until the December meeting where two citizenship winners will be recognized.

**FLAG SALUTE (Agenda Item 3):** Chair Grover led the flag salute.

**PUBLIC COMMENT (Agenda Item 4):** The Fern Ridge School Board encourages public input. A person wanting to provide public comment will need to complete and submit an Intent to Speak form to the Board secretary by 1:00 pm on the day of the board meeting.

Public comment is limited to this place on the agenda not to exceed a total of 30 minutes for all commenters. A person giving public comment is limited to an established time limit of (4) four minutes. While speakers may, during public meetings, offer objective criticism of school

operations and programs, the Board will not hear personal complaints concerning district personnel nor against any person connected with the school system.

- Community member, Erika McGuire spoke on the K-2/3-5 reconfiguration proposal from an elementary teacher perspective.

#### **MONTHLY ITEMS (Agenda Item 5):**

**5. A. Approval of Minutes:** The minutes from the regular school board meeting on October 20th, 2025 were presented for approval.

Director McCann moved to approve the minutes from the regular meeting on October 20th, 2025, seconded by Director Pizzola. There was no discussion. The motion carried with Directors Gent, Kirkpatrick, Pizzola, Grover and McCann voting yes. 5-0.

#### **BUSINESS OFFICE (Agenda Item 6):**

**6. A. Enrollment Report:** Business Manager Quanah Bennett reviewed the enrollment report as of November 1st, 2025. Elmira Elementary has an average class size of 24 and Veneta Elementary is at 22.29. Total elementary enrollment is at 576. The middle school has 313 students enrolled. The high school has 375. In-district enrollment is down by 20 than what was projected in the budget and the total in district enrollment including the charter school is down by 7 compared to our budgeted projections.

**6. B. General Fund Revenue and Expenditure Report:** Business Manager Quanah Bennett reviewed the general fund revenue and expenditure report as of October 31st, 2025. The district has received 30% of our budgeted revenue compared to 29% this time last year. The district has spent 20% of our budgeted expenses compared to 21% last October.

Director Pizzola moved to approve the general fund and expenditure report for October 31, 2025; seconded by Director Kirkpatrick. There was no discussion. The motion carried with Directors Gent, Kirkpatrick, Pizzola, Grover and McCann voting yes. 5-0.

#### **REPORTS (Agenda Item 7):**

**7. A. Fern Ridge Education Association:** Certified Union Teachers President, Jennifer Prutzman presented appreciations for each school building in their activities. Then DesiRae Wright-Rendon talked about supporting students with the OEA Relief Fund Committee and OEA Foundation grants.

**7. B. Student Representatives:** Student representatives Riley Rice and Jake VanDamme gave the updates on winter sports beginning. They gave a brief overview of how the cell phone policy has been going. Riley explained some ideas they have to improve and change some of the activities that were planned so far this year. Leadership attended OASC on November 1<sup>st</sup> thru the 3<sup>rd</sup>. Jake was asked to explain what National Honor Society (NHS) is to the board. The Western Regional Education Network (WREN) is hosting a survey for students to share what resources they have access to. Leadership was awarded monies to use for Mental Health Awareness week. They have scheduled a speaker and some activities for students to engage and participate. There

was a time of discussion to clarify some of the activities planned for next year.

#### **7. D. Superintendent's Report**

- Superintendent Carpenter gave a brief overview of the bond projects that are finishing up and some fixes to address. The planning for the Summer 2026 projects has begun. There was a time of discussion about how the high school parking lot drainage problem is being resolved.

#### **DISCUSSION ITEMS (Agenda Item 8):**

**8. A. OSBA Conference Report:** Director McCann and Chair Grover shared some highlights from the OSBA Conference.

**8. B. Board Stipends:** The discussion about moving forward with board stipend implementation or not to proceed was discussed in the work session and presented for a motion.

Director McCann moved to that at this time we do not approve the stipends; seconded by Director Pizzola. There was no discussion. The motion carried with Directors Gent, Kirkpatrick, Pizzola, Grover and McCann voting yes. 5-0.

**8. C. Second Reading of Proposed Policy Updates:** A second reading was held on the following proposed administrative rule and policy updates:

BG – Board Staff Communications,

Director Pizzola moved to approve the policy BG – Board Staff Communications; seconded by Director Kirkpatrick. There was no discussion. The motion carried with Directors Gent, Kirkpatrick, Pizzola, Grover and McCann voting yes. 5-0.

#### **PERSONNEL (Agenda Item 9):**

**9. A. Licensed Employees Resignations/New hires/Transfers/Other:**

**9. A.1** None at this time.

**9. B Non-Licensed Personnel Report:** The non-licensed personnel report was presented for review:

##### Resignations/Retirements

1. None at this time.

##### New Hires/Transfers

1. None at this time.

##### Other

1. None at this time.

##### Coaches

1. None at this time.

**LATE ITEMS/CLOSING COMMENTS/BOARD COMMUNITY INVOLVEMENT (Agenda Item 10):**

- Item 2.D. Superintendent Evaluation Process from the work session was discussed.

**UPCOMING EVENTS (Agenda Item 11):**

**Elmira Elementary:**

November 18: 6pm PTA

November 21-22: Holiday Bazaar and Book Fair

November 24-25: NO SCHOOL-Parent/Teacher Conferences and Book Fair

November 26-28: NO SCHOOL-Thanksgiving Break

December 3: PTA Bottle Drop

**Veneta Elementary:**

November 19:: 5-8pm Literacy Night

November 24-25: NO SCHOOL-Parent/Teacher Conferences

November 26-28: NO SCHOOL-Thanksgiving Break

December 8: 5:30pm PALS Meeting

**Fern Ridge Middle School:**

November 26-28: NO SCHOOL-Thanksgiving Break

**Elmira High School:**

November 26-28: NO SCHOOL-Thanksgiving Break

**7:50pm EXECUTIVE SESSION (Agenda Item 12):** Executive Session under ORS 192.660(2)(i): to review and evaluate the performance of the chief executive officer or any other public officer, employee or staff member, unless the person whose performance is being reviewed and evaluated requests an open hearing.

**ADJOURNMENT (Agenda Item 13):** Chair Grover adjourned the meeting at 8:34 pm.

Attest: \_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Gary E. Carpenter, Jr., Superintendent

Avg.  
Class  
Size

	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
EES Teacher 1	28													28
EES Teacher 2		20												20
EES Teacher 3		10	12											22
EES Teacher 4			26											26
EES Teacher 5				23										23
EES Teacher 6				10	13									23
EES Teacher 7					25									25
EES Teacher 8					24									24
EES Teacher 9						25								25
EES Teacher 10						23								23
<b>Elmira Elementary</b>	<b>28</b>	<b>30</b>	<b>38</b>	<b>33</b>	<b>62</b>	<b>48</b>								<b>239</b>
VES Teacher 1	18													18
VES Teacher 2	22													22
VES Teacher 3	8	12												20
VES Teacher 5		21												21
VES Teacher 6		22												22
VES Teacher 7			18											18
VES Teacher 8			20											20
VES Teacher 9				20										20
VES Teacher 10				22										22
VES Teacher 11				23										23
VES Teacher 12					23									23
VES Teacher 13					25									25
VES Teacher 14						28								28
VES Teacher 15						30								30
<b>Veneta Elementary</b>	<b>48</b>	<b>55</b>	<b>38</b>	<b>65</b>	<b>48</b>	<b>58</b>								<b>312</b>
<b>Total Elementary</b>	<b>76</b>	<b>85</b>	<b>76</b>	<b>98</b>	<b>110</b>	<b>106</b>								<b>551</b>
<b>Fern Ridge Middle School</b>							<b>104</b>	<b>97</b>	<b>106</b>					<b>307</b>
<b>FRMS Options</b>														-
<b>Elmira High School</b>										<b>99</b>	<b>82</b>	<b>93</b>	<b>81</b>	<b>355</b>
<b>EHS Options</b>													<b>14</b>	<b>14</b>
<b>EE Bridges (K-2)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>										<b>7</b>
<b>EE Bridges (3-5)</b>				<b>5</b>	<b>3</b>									<b>8</b>
<b>VES (Structured Learning)</b>	<b>1</b>		<b>3</b>	<b>1</b>	<b>3</b>	<b>2</b>								<b>10</b>
<b>Home Tutor</b>														-
<b>FRMS Bridges (6-8)</b>							<b>1</b>	<b>1</b>	<b>4</b>					<b>6</b>
<b>Total In-District Enrollment</b>	<b>78</b>	<b>87</b>	<b>82</b>	<b>105</b>	<b>116</b>	<b>108</b>	<b>105</b>	<b>98</b>	<b>110</b>	<b>99</b>	<b>82</b>	<b>93</b>	<b>95</b>	<b>1,258</b>
														<i>Change from Adopted Budget (based on ADMr of 1,284) (26)</i>
<b>Out of District Placements</b>			<b>2</b>	<b>2</b>		<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>		<b>3</b>	<b>16</b>
														<i>Change from Adopted Budget (based on ADMr of 22) (6)</i>
<b>Total West Lane Charter</b>										<b>10</b>	<b>23</b>	<b>35</b>	<b>35</b>	<b>103</b>
<b>FRSD Attending WLC</b>										<b>5</b>	<b>13</b>	<b>18</b>	<b>19</b>	<b>55</b>
														<i>Change from Adopted Budget (based on ADMr of 70) 33</i>
<b>Total District/ Out of District /Charter School Enrollment</b>														<b>1,377</b>
														<i>Change from Adopted Budget (based on ADMr of 1376) 1</i>


**FERN RIDGE SCHOOL DISTRICT 28J**

## General Fund Revenue and Expenditures

<b>November 30, 2025</b>	<b>ADOPTED 25-26 BUDGET</b>	<b>2025-2026</b>					<b>TOTAL YTD</b>	<b>REMAINING BALANCE</b>
		<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>		
<b>Beginning Fund Balance</b>	3,342,741	-	-				-	3,342,741
<b>OPERATING REVENUE:</b>								
PROPERTY TAXES	5,750,283	9,846	13,713	9,744	10,239	3,976,087	4,019,630	1,730,653
TRANSPORTATION FEES	2,100	-	-	-	-	-	-	2,100
EARNINGS ON INVESTMENTS	342,641	34,045	30,812	30,343	29,620	26,389	151,209	191,432
EXTRACURRICULAR ACTIVITIES	4,626	-	-	-	-	-	-	4,626
RENTALS/DONATIONS/LEASES / PY REV / GRANT FEES / MISC	147,154	6,348	4,861	(1,644)	12,373	5,287	27,225	119,929
COUNTY SCHOOL FUND / ESD	188,000	-	-	-	-	-	-	188,000
OTHER INTERMEDIATE SOURCES	5,500	-	1,725	-	-	2,223	3,948	1,552
STATE SCHOOL FUND	12,751,881	2,272,642	1,096,497	1,102,540	1,087,631	1,093,109	6,652,417	6,099,464
COMMON SCHOOL FUND	199,740	-	-	-	-	-	-	199,740
STATE MANAGED COUNTY TIMBER	-	-	37,030	-	-	10,033	47,063	(47,063)
RESTRICTED GRANTS-IN-AID	-	-	-	-	-	-	-	-
RESTRICTED FR FED/GOV ST	-	-	-	-	-	-	-	-
FEDERAL FOREST FEES	58,620	-	-	-	-	106,950	106,950	(48,330)
INTERFUND TRANSFERS	7,360	-	7,360	-	-	-	7,360	-
SALE OF FIXED ASSETS	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING REVENUE</b>	<b>19,457,905</b>	<b>2,322,880</b>	<b>1,191,998</b>	<b>1,140,982</b>	<b>1,139,864</b>	<b>5,220,079</b>	<b>11,015,803</b>	<b>8,442,102</b>

**TOTAL BUDGETED REVENUE (INCLUDES  
BEGINNING FUND BALANCE)**

**22,800,646**

**57%**

**11,015,803**

<b>OPERATING EXPENDITURES:</b>								
SALARIES	8,442,595	159,578	181,552	661,573	678,257	684,051	2,365,012	6,077,583
BENEFITS	6,558,782	107,516	125,623	486,372	481,372	493,871	1,694,753	4,864,029
PURCHASED SERVICES	4,343,999	151,940	99,074	58,725	385,239	341,971	1,036,949	3,307,050
SUPPLIES & MATERIALS	477,310	52,532	64,401	32,362	19,104	14,250	182,648	294,662
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
OTHER	292,515	280,772	11,860	(95)	2,551	2,343	297,430	(4,915)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>20,115,201</b>	<b>752,338</b>	<b>482,510</b>	<b>1,238,937</b>	<b>1,566,521</b>	<b>1,536,486</b>	<b>5,576,793</b>	<b>14,538,408</b>

**28%**

<b>NON-OPERATING EXPENDITURES</b>								
INTERFUND TRANSFERS	533,500	-	525,000	-	-	-	525,000	8,500
CONTINGENCY	2,151,945	-	-	-	-	-	-	2,151,945
<b>TOTAL NON-OPERATING EXPENDITURES</b>	<b>2,685,445</b>	<b>-</b>	<b>525,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>525,000</b>	<b>2,160,445</b>

**TOTAL BUDGETED EXPENDITURES**

**22,800,646**

**6,101,793**

# Fern Ridge Education Association (FREA)

School Board Meeting  
December 15, 2025



# FREA's Appreciations

EES



VES



# FREA's Appreciations

FRMS

EHS



# Supporting Students

## OEA's SNAP Response:

- OEA President Enrique Farrera and the OEA Relief Fund Committee approved \$10,000 for each UniServ Council to donate to food banks or pantries to help with the delay in SNAP benefits.
  - Update Three Rivers Education Council's grant was approved. Food for Lane County received \$10,000! (Eugene also completed a grant request. Food for Lane County received \$20,000)
- The Oregon Education Association (OEA) launched statewide "Know Your Rights" training for educators in December 2025 to prepare for potential Immigration and Customs Enforcement (ICE) activity near schools.

# Oregon School Employee Association (OSEA)

School Board Meeting December  
15, 2025



# OSEA Members are Trained and Dedicated Professionals

## OSEA is a Labor Union and a Family

- We keep Oregon Schools and education programs running
- Our members support student learning, maintain facilities, perform essential administrative services, and keep technology running
- We stand united for fair wages, safe working conditions, and excellent public schools

# Who we have on Staff

We have a total of 73 Classified staff serving in all types of roles throughout our District

**District Office: 16 Classified Staff** (these are our maintenance, custodial, Accounts payable, Business Office Assistant, Student services, and Technology support specialists.)

**EHS: 10 Classified Staff** (these consist of a Secretaries for both the HS and Sped department, Bookkeeper, media specialist, Registrar, and IA's)

**FRMS: 11 Classified Staff** (these consist of Secretaries, media specialist, and IA's)

**EES: 19 Classified Staff** (these consist of Secretaries, media specialist, and IA's)

**VES: 17 Classified Staff** (these consist of Secretaries, media specialist, and IA's)

**OSEA Loves to give back  
to our members families  
by offering 1-3  
scholarships to EHS  
Graduating Seniors.  
Applications begin in the  
Spring.**



# We do so much more than help our students, teachers and administrators.....

We are also gifting in our community and helping to support those who are in need of a little EXTRA help during the holiday season. This year we have supported the High School in their Adopt-a-Family collections by supplying 4 food Gift Cards for families. We also have supported with monetary donations to the Kiwanis Food Drive, Santa Project, and Mid-Lane Cares



Happy Holiday's!





# FRSD BOARD GOALS

December  
2025-2026

**LONGITUDINAL PERFORMANCE GROWTH TARGETS – DECEMBER PRESENTATION**



# BOARD GOALS 25-26

**Goal 1: The Fern Ridge School District Board will commit to continuous board professional development, with a focus on the culture and climate on the board and the roles and responsibilities of the board.**

**Goal 2: The Fern Ridge School District Board will use data to identify and prioritize student needs and hold themselves accountable for meeting all student learning expectations by monitoring the progress of the district goals.**

**Goal 3: The Fern Ridge School District Board will continue to engage and receive input from stakeholders to help the board make informed decisions.**



Relationship

Rigor

Relevance



# FOCUS GOAL

## Goal 2:

The Fern Ridge School District Board will use data to identify and prioritize student needs and hold themselves accountable for meeting all student learning expectations by monitoring the progress of the district goals.

## Action Plan:

1. The board, collaboratively with the superintendent and key stakeholders, will create a monitoring plan that will present data in regards to the district Longitudinal Performance Growth Targets (LPGTs).
2. The board will calendar at the minimum three monitoring plan sessions (during board meetings) to review and discuss the progress of the district goals and review the data from LPGTs.

December

March

June





# FRSD

## THE NUMBERS

● **District Wide: All students enrolled K-12: 1,259**

● **Focal Groups Include:**

- **Students of color and tribal/indigenous students: 258**
- **Students who experience disabilities: 283**
- **Emerging bilingual students: 16**
- **Students navigating poverty, homelessness, and foster care: 269**
- **Other student groups that have historically experienced academic disparities**

**535 of our 1,259 students fall into one of the above focal groups.**

**This equates to 42.5%**





# LONGITUDINAL PERFORMANCE GROWTH TARGETS – AKA “LPGTS”

## Target Areas:

- Regular Attenders
- 3rd Grade Proficiency
- 9th Grade On-Track
- 4 Year Cohort Graduation
- 5 Year Cohort Completion

## Additional Metrics Being Added

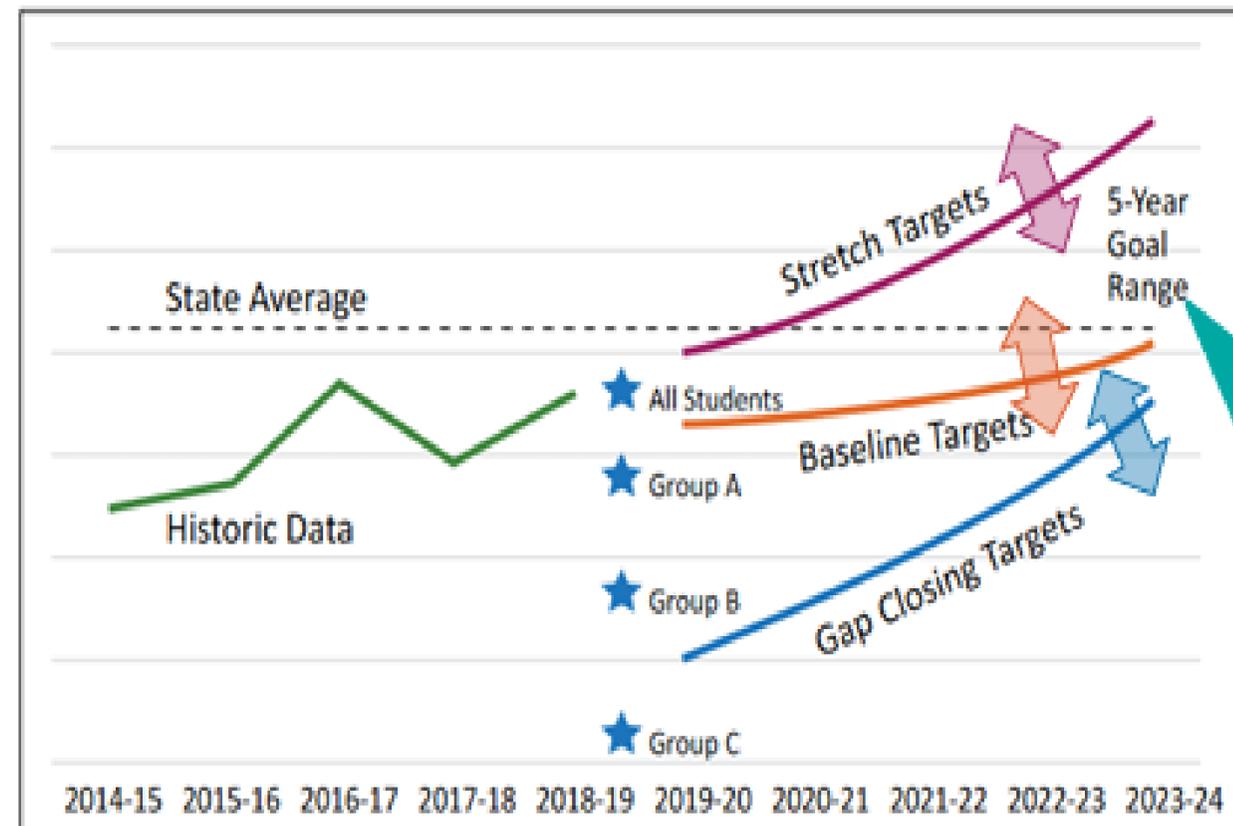
### 26-27:

- K-2 Attendance
- 8th Grade Math
- Local Metric (from ODE list)

## Types of Targets

For the five common metrics, three types of targets need to be set:

- Baseline
- Stretch
- Gap-Closing





# K-12 REGULAR ATTENDERS

**REGULAR ATTENDERS:**  
THE PERCENTAGE OF STUDENTS ATTENDING MORE THAN 90 PERCENT OF THEIR ENROLLED SCHOOL DAYS.

BY THE END OF THE YEAR, STUDENTS WHO HAVE BEEN ENROLLED ALL YEAR AND MISSED 17 OR MORE DAYS ARE CHRONICALLY ABSENT

Metric	Target Type	23-24	24-25	25-26 Goal
Regular Attender	Baseline: All Students	69.9%	71.01%	75%
Regular Attender	Stretch: All Students	69.9%	71.01%	78%
Regular Attender	Gap-Closing: All Focal Group Students	68%	68.26%	70%

## Aligned Support Activities:

- Admin. messaging focused on attendance
- Magnets with school year calendar sent home with every student/family at registration
- School counselors
- Student-based health center
- School, classroom, student incentives

1st Quarter Regular Attenders (as of 11/21/25)	
EES	78.43%
VES	77.34%
FRMS	81.68%
EHS	71.28%
K-12 District	77.18% <small>Does NOT include OPTIONS</small>
K-2 District	82.32%



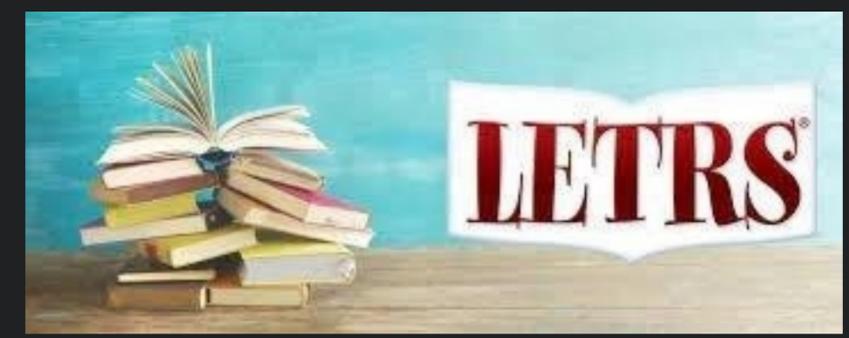
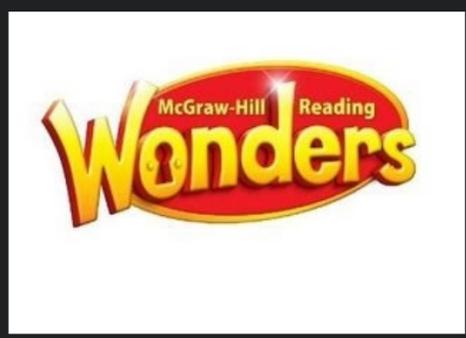
# 3RD GRADE ELA

**3RD GRADE READING:  
THE PERCENTAGE OF STUDENTS PROFICIENT ON STATEWIDE ENGLISH LANGUAGE ARTS (ELA) ASSESSMENTS IN 3RD GRADE**

Metric	Target Type	23-24	24-25	25-26 Goal
3RD ELA	Baseline: All Students	40.6%	41.11%	44%
3RD ELA	Stretch: All Students	40.6%	41.1%	56%
3RD ELA	Gap-Closing: All Focal Group Students	28%	35.48 %	33.5%

## Aligned Support Activities:

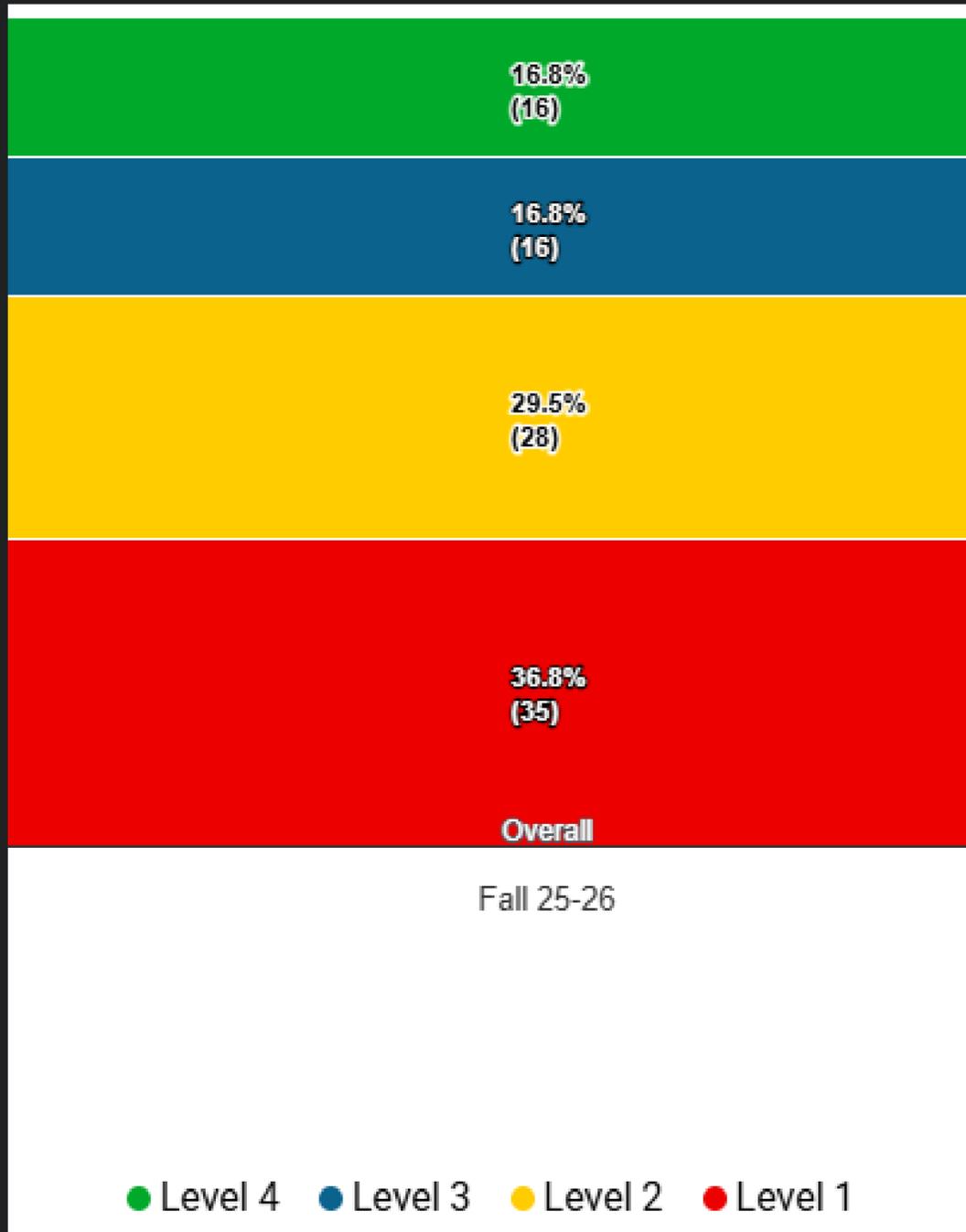
- **ORTIi Support and Professional Learning**
- **High Dosage Tutoring K-3**
- **Afterschool Programs**
- **STAR Renaissance**
- **Data Teams, PLCs**
- **LETRS training for K-2 Teachers**
- **K-2 ENHANCED CORE READING INSTRUCTION (ECRI) TRAINING AND COACHING**





# 3RD GRADE ELA-STAR CAT

FRSD uses a research based, state approved, English Language Arts Curriculum. In addition to our core curriculum, the district uses STAR Renaissance Assessments. STAR assessments are given 3x/year along with additional Progress Monitoring (2x/year). This data allows staff to reflect on both program and student level



needs.

## Targeted Strategies

- Intervention groups
- Small group support
- Increased opportunities to respond
- Enhanced Core Reading Instruction
- OSAS Interims, Sample Problems, Target Reports
- Focus on Priority Standards
- Freckle/Lalilo

## Quick Facts

- STAR Reading- Computer Adaptive Test
  - Taken in Sept./Dec./May
    - Teachers may choose to give more frequently
- STAR Reading will analyze and correlate score in order to predict "meeting or exceeding" on OSAS



# 3RD GRADE ELA-STAR CBM

FRSD uses a research based, state approved, English Language Arts Curriculum. In addition to our core curriculum, the district uses STAR Renaissance Assessments. STAR assessments are given 3x/year along with additional Progress Monitoring (2x/year). This data allows staff to reflect on both program and student level needs.

41.7%  
(43)

21.4%  
(22)

36.9%  
(38)

Overall  
Fall 25-26

● At/Above Benchmark ● On Watch ● Intervention

## Targeted Strategies

- Intervention groups
- Small group support
- Increased opportunities to respond
- Enhanced Core Reading Instruction
- OSAS Interims, Sample Problems, Target Reports
- Focus on Priority Standards
- Freckle/Lalilo

## Quick Facts

- STAR Reading- Curriculum Based Measures (ex. Passage Reading Fluency)
- Benchmark taken in Sept./Dec./May
- Students receiving intervention or being monitored will have progress assessed more frequently

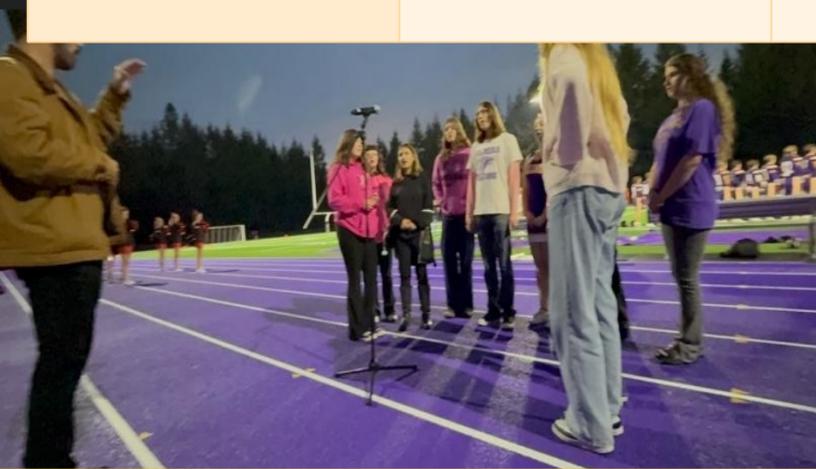




# 9TH GRADE ON-TRACK

**Ninth Grade On-Track:**  
 The percentage of students earning at least one-quarter of their graduation credits by the end of the summer following their 9th grade year.

Metric	Target Type	23-24	24-25	25-26 Goal
9th Grade On-Track	Baseline: All Students	81%	82.9%	82.8%
9th Grade On-Track	Stretch: All Students	81%	82.9%	86.2%
9th Grade On-Track	Gap-Closing: All Focal Group Students	78%	84.6%	79%

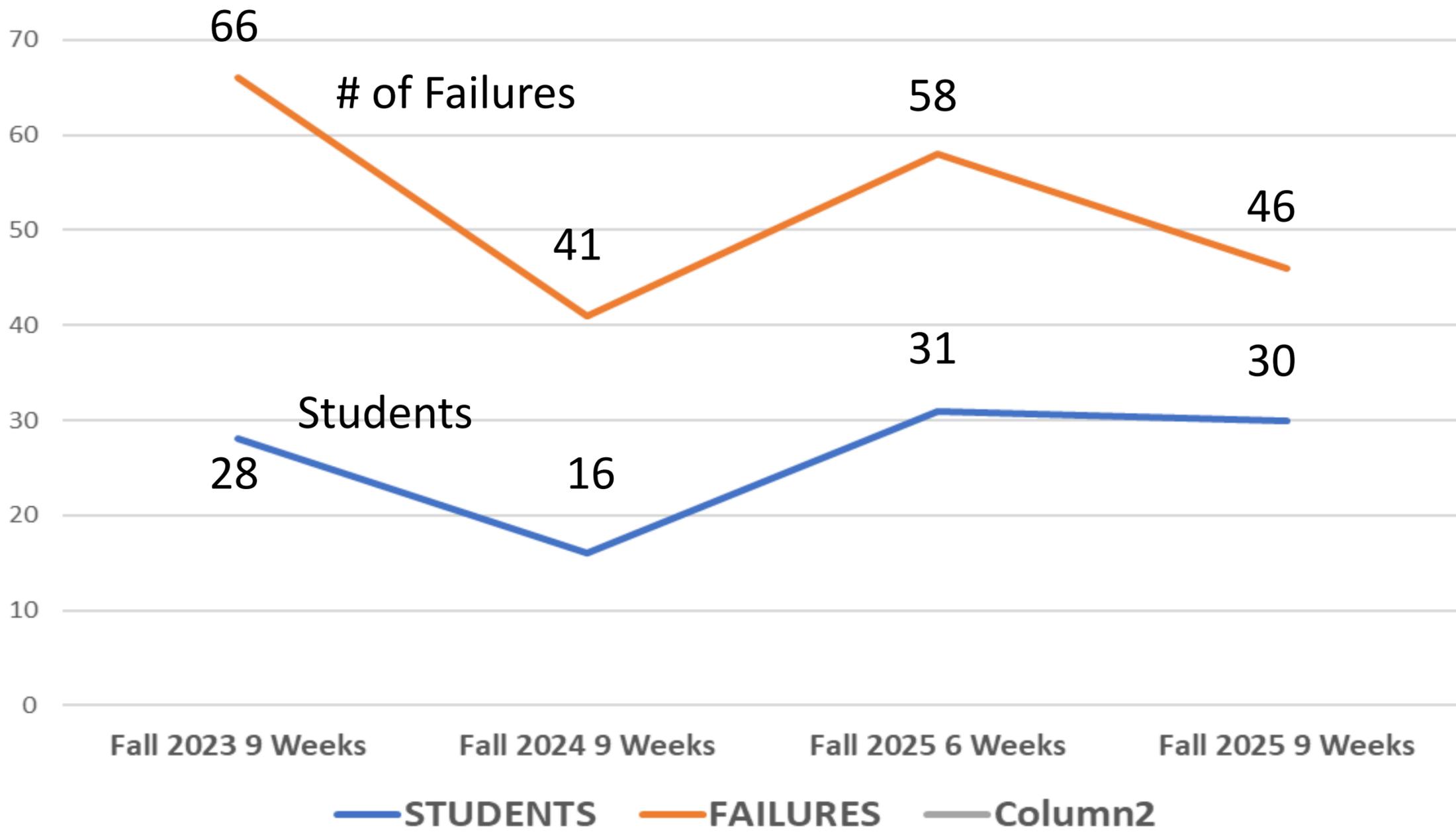




# 9TH GRADE ON-TRACK

**Ninth Grade On-Track:**  
The percentage of students earning at least one-quarter of their graduation credits by the end of the summer following their 9th grade year.

## 9th Grade On-Track



- **9th Grade Success Team – Meets monthly**
- **Focused Future Success Classes**
- **1-1 Meetings with CTE/School Success Coordinator**





# 9TH GRADE ON-TRACK

## Ninth Grade On-Track:

The percentage of students earning at least one-quarter of their graduation credits by the end of the summer following their 9th grade year.

### 9th Grade Success Meeting Agenda

Date: October 8, 2025

Members: Jon, Conrad, Chris, Shannon, Ken, Jennifer, Rob, Johnny, Mikaylah, Tessa

TOPICS	ACADEMIC ISSUES	BEHAVIORAL ISSUES	ATTENDANCE TRENDS	TEACHER NOTES
Check Ins	Look at the Data Fall '25 6 Weeks Shared Doc		Joel should have Oregon Suite Data	
Focus of Meeting	What have we done in the classroom to help these students	What have we done in the classroom to help these students	I am working on it	Seating Charts Check in talk - motivation Individual talks parent phone calls directly handed the assignment More time in class to get work done
Review of Previous Students	Any positives of turnarounds	[REDACTED] - advocating for himself [REDACTED] English [REDACTED] - English / PE		Re-established grading scale retakes prioritize tasks/quizzes over daily low grade dropped - formative
Strategies To Help	Share with Others	Share with Others	Working with attendance committee to improve numbers	
New Students	Make a connection with anyone new	Make a connection with anyone new	Make a connection with anyone new	We have two new 9th graders and seem to be fitting in well so far
Homework For Us	Continue to work with those yellow labeled students	Continue to work with those yellow labeled students	Continue to work with those yellow labeled students	What are you doing in the classroom to help these students be successful

- 9th Grade Success Team - Meets monthly
- Focused Future Success Classes
- 1-1 Meetings with CTE/School Success Coordinator





# 4 - YEAR GRADUATION

**Four-year Graduation:**  
The percentage of students earning a regular or modified diploma within four years of entering high school.

Metric	Target Type	23-24	24-25	25-26 Goal
4 Year Cohort Graduation	Baseline: All Students	77.6%	88.78%	87%
4 Year Cohort Graduation	Stretch: All Students	77.6%	88.78%	93.7%
4 Year Cohort Graduation	Gap-Closing: All Focal Group Students	63.83%	85.96%	86%

- 2 Counselors to support EHS Students
- Credit Recovery
- Graduation Committee





# 5 - YEAR COMPLETION

**Five-year Completion:**  
 The percentage of students earning a regular, modified, extended or adult high school diploma, or a GED within five years of entering high school.

Metric	Target Type	23-24	24-25	25-26 Goal
5 Year Completion	Baseline: All Students	93.02%	85.29%	93.25%
5 Year Completion	Stretch: All Students	93.02%	85.9%	94.4%
5 Year Completion	Gap-Closing: All Focal Group Students	87.5%	78.85%	90.8%

- 2 Counselors to support EHS Students
- Credit Recovery
- Graduation Committee





## Relationship

FRSD will provide a supportive and safe school environment that values diversity, in which all students feel welcomed and respected.



## Rigor

FRSD will maintain high expectations and promote academic excellence through challenging curriculum, as well as instruction that build critical thinking skills.



## Relevance

FRSD students will connect and apply their education to the world of today and tomorrow.



Establish and implement a district-wide plan to ensure that students and staff are known, seen, and valued.

Establish and implement a cohesive student support process across K-12 that includes mental, behavioral, and academic targets.

Create a safe learning environment by providing targeted and embedded mental health and behavioral supports.

Create an ongoing process and system to encourage and utilize stakeholder feedback.

Provide ongoing professional development for staff in areas of instructional improvement, student learning, and engagement.



# FRSD NEXT STEPS

- Continue to focus work around LPGTs
- Support buildings in creating a Student Support Team Handbook that breaks down the process and steps for their Multi-Tiered Systems of Support (MTSS)
- Provide professional development and learning
- Engage families and community members (ex. attendance messaging)
- Interim Assessments 3rd-11th

## QUESTIONS?



# STATE OF OREGON GRANT AGREEMENT

## “Student Success Act – Student Investment Account”

Grant No. **39199**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Fern Ridge SD 28J** (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

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

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

### SECTION 2: PURPOSE

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

### SECTION 3: EFFECTIVE DATE AND DURATION

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

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

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

### 4.2 Grantee’s Grant Manager is:

Gary Carpenter  
 88834 Territorial Rd  
 Elmira, OR 97437  
 GCarpenter@fernridge.k12.or.us

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

## SECTION 5: PROJECT ACTIVITIES

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

## SECTION 6: GRANT FUNDS

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

Grant Period	Performance Period	Amount
<b>2025-27 Total Biennial Allocation (TBA)</b>	July 1, 2025 – June 30, 2027	<b>\$2,729,631.94</b>
Less: 2025–27 Q1 projected amount made available under Agreement number 34373 (the “Prior Grant Agreement.”)	July 1, 2025 – June 30, 2027	<b>(\$345,794.90)</b>
<b>2025-26 Year 1 – Allocation - CURRENT</b>	July 1, 2025 – June 30, 2027	<b>\$991,724.75</b>
<b>2026-27 Year 2 – Allocation – RESERVED (not yet released)</b>	July 1, 2025 – June 30, 2027	<b>\$1,392,112.29</b>
<b>2027-29 Quarter 1 projected (2027-29 Q1)</b>	July 1, 2027 – September 30, 2027	<b>\$357,321.17</b>
<b>Total Grant Funds ( 2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)</b>		<b>\$2,741,158.21</b>

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

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

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

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

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

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

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

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

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

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

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

## SECTION 9: OWNERSHIP

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

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

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

## **SECTION 10: CONFIDENTIAL INFORMATION**

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

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

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

## SECTION 11: INDEMNITY/LIABILITY

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

## SECTION 12: INSURANCE

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

## SECTION 13: GOVERNING LAW, JURISDICTION

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

## SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

## SECTION 15: DEFAULT

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

## SECTION 16: REMEDIES

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

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

## SECTION 18: TERMINATION

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

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

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

## **SECTION 19: MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

**SECTION 20: SIGNATURES**

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

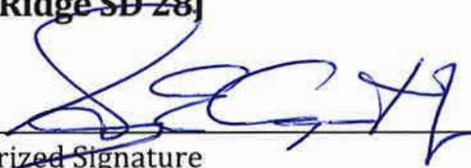
IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

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

By: Michelle Choate  
Contracting Officer

11/04/2025  
Date

**Fern Ridge SD-28]**

By:   
Authorized Signature

11-20-25  
Date

GARY E. CARPENTER, Jr.  
Printed Name

SUPERINTENDENT  
Title

93-6014954  
Federal Tax ID Number

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

By: AAG Devon Thorson  
Assistant Attorney General

11/04/2025  
Date

# EXHIBIT A THE PROJECT

## SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are designed to achieve two primary purposes:

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

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

## SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION III – PROJECT ACTIVITIES

### Integrated Plan Implementation

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

### Allowable Use of Grant Funds

Grantee must use the Grant Funds only for:

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

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

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

**SECTION IV – REPORTING REQUIREMENTS**

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

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

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

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

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

**SIA Grant Monitoring**

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

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

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

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

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

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

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

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 30<sup>th</sup>, 2027.**
5. Any 2025-27 Grant Funds that are not expended by the Grantee by June 30, 2027 must be returned to Agency for deposit in the Student Investment Account.
6. Any 2027-29 Q1 Grant Funds that are not expended by the Grantee by June 30, 2029, must be returned to the Agency for deposit in the Student Investment Account.

**Allocation and Projections**

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

## EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK FERN RIDGE SD 28J

### 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.

<b>Target Type</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
<b>Four Year Cohort Graduation</b>			
<b>Baseline Target: All Students</b>	<b>87.0%</b>	<b>89.0%</b>	<b>91.0%</b>
<b>Stretch Target: All Students</b>	<b>93.7%</b>	<b>&gt;95%</b>	<b>&gt;95%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>86.0%</b>	<b>89.0%</b>	<b>91.0%</b>
<b>Five Year Cohort Completion</b>			
<b>Baseline Target: All Students</b>	<b>93.3%</b>	<b>93.5%</b>	<b>93.8%</b>
<b>Stretch Target: All Students</b>	<b>94.4%</b>	<b>94.9%</b>	<b>&gt;95%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>90.8%</b>	<b>91.8%</b>	<b>92.8%</b>
<b>9th Grade on-Track</b>			
<b>Baseline Target: All Students</b>	<b>82.8%</b>	<b>84.6%</b>	<b>86.4%</b>
<b>Stretch Target: All Students</b>	<b>86.2%</b>	<b>88.7%</b>	<b>91.2%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>79.0%</b>	<b>82.0%</b>	<b>85.0%</b>
<b>3rd Grade ELA Proficiency</b>			
<b>Baseline Target: All Students</b>	<b>44.0%</b>	<b>46.0%</b>	<b>48.0%</b>
<b>Stretch Target: All Students</b>	<b>56.0%</b>	<b>59.0%</b>	<b>62.0%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>33.5%</b>	<b>35.5%</b>	<b>38.0%</b>
<b>Regular Attenders</b>			
<b>Baseline Target: All Students</b>	<b>75.0%</b>	<b>75.5%</b>	<b>76.0%</b>
<b>Stretch Target: All Students</b>	<b>78.0%</b>	<b>79.0%</b>	<b>80.0%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>70.0%</b>	<b>72.0%</b>	<b>74.0%</b>

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

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

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

## **EXHIBIT C INSURANCE**

### **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

### **COMMERCIAL GENERAL LIABILITY**

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

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

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

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

**PROFESSIONAL LIABILITY**

**Required**  **Not required**

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

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

**EXCESS/UMBRELLA INSURANCE**

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

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

**ADDITIONAL INSURED**

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

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

**WAIVER OF SUBROGATION**

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

**CONTINUOUS CLAIMS MADE COVERAGE**

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

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

**CERTIFICATE(S) AND PROOF OF INSURANCE**

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

**NOTICE OF CHANGE OR CANCELLATION**

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

**INSURANCE REQUIREMENT REVIEW**

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

**STATE ACCEPTANCE**

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

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

**Required**    **Not required**

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

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**    **Not required**

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

# OSBA Model Sample Policy

Code: CBG

Adopted:

## Evaluation of the Superintendent

{Required policy. OAR 581-022-2405 requires districts to “adopt and implement personnel policies which address...evaluation procedures.” **Review the superintendent contract** before adopting **to ensure there is no conflicting language**; modify policy as needed.}

The Board will formally evaluate the superintendent’s job performance at least once each year. The evaluation will be based on the superintendent’s **administrative** job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board’s discussion and conferences with and about the superintendent and their performance will be conducted in an executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent’s personnel file.

At the Board’s discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent’s performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent’s employment contract and state law and rules. In those situations where the superintendent’s employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

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### Legal Reference(s):

[ORS 192.660\(2\), \(8\)](#)  
[ORS 332.107](#)  
[ORS 332.505](#)

[ORS 342.513](#)  
[ORS 342.815](#)

[OAR 581-022-2405](#)

Hanson v. Culver Sch. Dist. (FDAB 1975).

# OSBA Model Sample Policy

Code: CCG

Adopted:

## Evaluation of Administrators

{Required Policy. OAR 581-022-2405 requires districts to “adopt and implement personnel policies which address...evaluation procedures.” Review any employment contracts before adopting to ensure there is no conflicting language. Many of the legal requirements in this policy apply only to those who meet the definition of administrator in ORS 342.815, but the district may have administrators that do not meet that definition (e.g., business manager, transportation supervisor).}

The superintendent will implement and supervise an evaluation system for administrators. The purpose of administrator evaluations is to assist an administrator with developing and strengthening professional abilities, to improve the instructional program and management of the school system, and for supervisors to make recommendations regarding their employment and/or salary status.

A formal evaluation will be conducted at least once each year.

The evaluation shall be conducted according to the following guidelines:

1. Evaluative criteria for each position will be in written form and made available to the administrator;
2. Evaluations will be made by the superintendent and/or a qualified, licensed designee;
3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation; and
4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation, and have the right of appeal through established grievance procedures, if applicable.

An administrator’s evaluation shall use the following educational leadership-administrator standards<sup>1</sup> adopted by the State Board of Education.

1. Visionary leadership;
2. Instructional improvement;
3. Effective management;
4. Inclusive practice;
5. Ethical leadership; and
6. Socio-political context.

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<sup>1</sup> These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

Local evaluation and support systems established by the district for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

1. Four performance level ratings of effectiveness;
2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:
  - a. Classroom-based assessments including observations, lesson plans and assignments;
  - b. Portfolios of evidence;
  - c. Supervisor reports; and
  - d. Self-reflections and assessments.
3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;
4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;
5. Customized by the district, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

1. Strengthen the knowledge, skills, disposition and administrative practices of the administrator;
2. Refine the support, assistance and professional growth opportunities offered to the administrator, based on the individual needs of the administrator and the needs of the students, the school and the district;
3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other administrators;
5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
6. Address ways to help all educators strengthen their culturally responsive practices.

The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.660\(2\),\(8\)](#)  
[ORS 332.505](#)  
[ORS 342.120](#)

[ORS 342.815](#)  
[ORS 342.850](#)  
[ORS 342.856](#)  
[OAR 581-022-2405](#)

[OAR 581-022-2410](#)  
[OAR 581-022-2420](#)

Hanson v. Culver Sch. Dist. (FDAB 1975).

# OSBA Model Sample Policy

Code: DBEA

Adopted:

## Budget Committee

(Version 1)

By law, the budget committee is charged with making recommendations concerning financial priorities.

The budget committee will have the responsibility for reviewing the financial programs of the district, reviewing the proposed district budget as presented by the superintendent, and recommending an annual or biennial district budget in keeping with the provisions of applicable state laws.

Educational policy decisions are the responsibility of the Board, not the budget committee. The committee does not have the authority to add programs or to approve additional personnel or increase salaries. While the committee may, in effect, delete programs because of a fund decrease, the committee is charged primarily with a fiscal evaluation of programs. The committee may, alternatively, set an amount that changes the recommended budget and may request the administration make such changes in accordance with priorities set by the Board.

The following will govern the make-up and process of establishing the district's budget committee:

1. The budget committee consists of five members appointed by the Board plus the elected Board members of the district. To be eligible for appointment, the appointive member must:
  - a. Live and be registered to vote in the district;
  - b. Not be an officer, agent or employee of the district.
2. At least one member of the budget committee must be a member of the district's educational equity advisory committee;{<sup>1</sup>}
3. No budget committee member may receive any type of compensation from the district;
4. At its first meeting in July, the Board will identify vacant budget committee positions which must be filled by appointment of the Board. The Board will announce the vacancies and receive applications from interested persons through the month of September. Such applications will include a signed statement that the applicant is willing to serve as a member of the budget committee and to adhere to the policies of the district. The Board may appoint budget committee members to as many consecutive terms as deemed appropriate;
5. At the first regular Board meeting in October, the Board will review the names of persons filing applications and names of those persons who have served previously and are willing to be

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<sup>1</sup> {Districts with ADM over 10,000 must convene an educational equity advisory committee no later than September 15, 2022. Districts with ADM of 10,000 or under are not required to convene an educational equity advisory committee until September 15, 2025. The budget committee is not required to include a member of the educational equity advisory committee until a vacancy on the budget committee occurs by a member who is not also a member of the school district board.}

reappointed. At the first regular meeting in October, the Board will appoint persons to fill the vacant positions;

6. The appointive committee members of a budget committee in a district that prepares an annual budget will be appointed for three-year terms. The terms will be staggered so that, as near as practicable, one-third of the appointive members' terms end each year.
7. If any appointive member is unable to complete the term for which the member was appointed, the Board will announce the vacancy at the first regular Board meeting following the committee member's resignation or removal. An appointment to fill the position for its unexpired term will be made at the next regular Board meeting.

### **Budget Committee Responsibilities**

The following items explain the budget committee responsibilities:

1. At its first meeting after appointment, the budget committee will elect a presiding officer from among its members. It may also establish other ground rules as necessary for successful operation of the committee;
2. A majority of the constituted committee is required for passing an action item. Majority for a 10-member budget committee is 6. Therefore, if only 6 members are present, a unanimous vote is needed for passing an action;
3. The budget committee shall hold one or more meetings to receive the budget message, receive the budget document and to provide members of the public with an opportunity to ask questions about and comment on the budget document. The budget officer shall announce the time and place for all meetings, as provided by law. All meetings of the budget committee are open to the public;
4. The budget committee may request any information used in the preparation of or for revising the budget document from the superintendent or business manager. The committee may request the attendance of any district employee at its meetings. The budget committee will approve the budget document as submitted by the superintendent or as subsequently revised by the committee;
5. After approval of the original or revised budget document, the budget committee's duties cease. The hearing on the approved budget is held by the Board.

END OF POLICY

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

[ORS 174.130](#)  
[ORS 192.610 - 192.695](#)  
[ORS 294.305 - 294.565](#)

[ORS 328.542](#)  
[ORS 329.711](#)

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

# OSBA Model Sample Policy

Code: EBC/EBCA  
Adopted:

**D**

## Emergency Procedures and Disaster Plans

*(Delete this double coded policy and consider EBC.)*

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

The district's Emergency Procedures Plan will meet the standards of the State Board of Education.

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

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

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

- 11. Facility utilization by other agencies procedures;
- 12. Business operations plan for offsite operation or alternative measures.]

END OF POLICY

**Legal Reference(s):**

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

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

[OAR 581-022-2030\(3\)\(c\)](#)  
[OAR 581-022-2220](#)  
[OAR 581-022-2225](#)

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# OSBA Model Sample Policy

Code: EBCA

Adopted:

## Safety Threats\*\*

{Required policy. Requirement for policy comes from ORS 339.324 which outlines actions of a school district when a safety threat action has occurred.}

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

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

The communication must include:

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

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

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

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

END OF POLICY

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### Legal Reference(s):

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

[ORS 332.107](#)

[ORS 339.324](#)

# OSBA Model Sample Policy

Code: IKF  
Adopted:

## Graduation Requirements\*\*

{If the district has additional credit or graduation requirements above the state requirements, the district is required to include those additional credits and graduation requirements in policy (see OAR 581-022-2000(1)). OAR 581-022-2115(13) requires districts to also have a policy on student-initiated test impropriety (model language to meet this requirement is also in policy IL – Assessment Program); OAR 581-022-2120 requires districts to have a policy about proficiency in Essential Skills in student languages of origin (currently waived through the 2027-28 school year); OAR 581-022-2020(3) requires districts to establish criteria for the certificate of attendance in policy.}

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

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

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

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

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

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

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

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

<sup>4</sup> “Educational program in this state” means an educational program that is provided by a school district, a public charter school, an approved recovery school (applies to diplomas awarded on or after January 1, 2026), the Youth Corrections Education  
CRS/08/22 R11/24 | LFRS/LF

## Diploma

A high school diploma will be awarded to students<sup>5</sup> in grades 9 through 12 who complete a minimum of {<sup>6</sup>}24 credits which include at least:

1. Three credits in mathematics (shall include one unit at the Algebra I level and two units that are at a level higher than Algebra I);
2. Four credits in language arts<sup>7</sup> (shall include the equivalent of one unit in written composition);
3. Three credits in science;
4. Three credits in social sciences (~~including~~ shall include 0.5 unit of US civics<sup>8</sup> credit in addition to at least 2.5 units of credit aligned to the Oregon State Board adopted standards for US and world history, ~~feivies,~~ geography, ~~and~~ economics (~~including personal finance~~) and <sup>9</sup>financial literacy);
5. <sup>10</sup>One-half credit of higher education and career path skills;
6. <sup>11</sup>One-half credit of personal financial education;
7. One credit in health education;
8. One credit in physical education; and
9. Three credits in career and technical education, the arts or world languages<sup>12</sup> (units shall be earned in any one or a combination).

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Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long-term care or treatment facility described in ORS 343.~~962~~961 or a hospital identified in ORS 343.261.

~~[Students who were first enrolled in grade 9 during the 2022-2023 school year or first enrolled in grade 9 in any previous school year.](#)~~

<sup>6</sup> {If the district has additional credit or graduation requirements beyond the state minimum of 24, the district is required to include those additional credits and graduation requirements in the following list. }

<sup>7</sup> “Language arts” includes reading, writing and other communications in any language, including English.

<sup>8</sup> Civics becomes a half-credit requirement beginning on January 1, 2026 (ORS 329.451).

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

<sup>10</sup> Higher education and career path skills becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

<sup>11</sup> Personal finance education becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

<sup>12</sup> “World languages” includes sign language, heritage languages and languages other than a student’s primary language.

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

To receive a diploma, in addition to credit requirements outlined in ~~OAR 581-022-2000~~ above, a student must<sup>13</sup>:

1. <sup>14</sup>Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;
2. Develop an education plan and build an education profile;
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)); and
4. Participate in career-related learning experiences.

### Modified Diploma

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

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

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

1. Three credits in language arts;
2. Two credits in mathematics;
3. Two credits in science;
4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));

<sup>13</sup> ~~[The proficiency in Essential Skills requirement has been waived and is not a condition of receiving a high school diploma during the 2021-2022, 2022-2023 or 2023-2024 school year (Senate Bill 744, 2021).]~~

<sup>14</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

5. <sup>15</sup>One-half credit in personal financial education;
6. <sup>16</sup>One-half credit in higher education and career path skills;
7. One credit in health education;
8. One credit in physical education; and
9. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination).

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

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

1. <sup>17</sup>Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;
2. Develop an education plan and build an education profile; and
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)).

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

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

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

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<sup>15</sup> This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

<sup>16</sup> This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

<sup>17</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

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

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

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

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

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

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

### {<sup>18</sup>} Essential Skills

The district will allow English Language Learner (ELL) students to demonstrate proficiency in Essential Skills in the student's language of origin for a high school diploma or a modified diploma.

The district will develop procedures to provide local performance assessment options as described in the *Local Performance Assessment Manual*, in the ELL student's language of origin, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.

### Essential Skills Appeal

The district will follow Board policy KL - Public Complaints in the event of an appeal for the denial of a diploma based on the Essential Skills graduation requirement. The district will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.

### Extended Diploma

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<sup>18</sup> {[OAR 581-022-2120(2) requires districts to have "policy whether to allow ELL students to demonstrate proficiency in all required Essential Skills in the students' language of origin." OAR 581-022-2120(4) waives this requirement through the 2027-28 school year.] Therefore, these two sections, i.e., Essential Skills and Essential Skills Appeal, are not required to be in policy at this time. The district could elect to keep the language and the bracketed portion of this footnote.}

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

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

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than ~~six~~ 6 credits in a self-contained special education classroom, and will include:
  - a. Two credits in mathematics;
  - b. Two credits in language arts;
  - c. Two credits in science;
  - d. Three credits in history, geography, economics or civics;
  - e. One credit in health;
  - f. One credit in physical education; and
  - g. One credit in the arts or a world language; and
2. Have a documented history of:
  - a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
  - b. A medical condition that creates a barrier to achievement; or
  - c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

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

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

### **Alternative Certificates**

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

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

### **Certificate of Attendance**

A <sup>19</sup> certificate of attendance<sup>20</sup> will be awarded to students who:

1. Have maintained regular full-time attendance<sup>21</sup> for at least four years beginning in grade nine;
2. Do not satisfy requirements for a high school diploma, modified diploma or extended diploma; and
3. Have a documented history<sup>22</sup>.

For students with a documented history<sup>23</sup>, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such a documented history has been established, the following:

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

### Other District Responsibilities

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

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

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<sup>19</sup> {The Board shall define criteria for a certificate of attendance. OAR 581-022-2200 (3). See the Oregon Department of Education's [Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992](#). }

<sup>20</sup> A student who began grade 9 before July 1, 2020, may be awarded an alternative certificate if the student satisfies the requirements for an alternative certificate which are in effect on the day before July 1, 2024.

<sup>21</sup> {There is no established definition of “regular full-time attendance. The district should review any existing attendance definitions, consider the needs of students in the district and establish clear criteria. This should include how excused and unexcused absences are counted. A few options are provided. }

“Regular full-time attendance” means not being absent for more than 10 percent of school days that the student is enrolled in a school year. See OAR 581-020-0631 for definition of chronic absenteeism. Excused absences will not be counted against a student.

“Regular full-time attendance” means not having eight or more unexcused absences in any four-week period during which school is in session. See ORS 339.065 for definition of irregular attendance. This will be calculated on an annual basis and equates to having unexcused absences for less than 20 percent of the days or class periods during which school is in session.

<sup>22</sup> “Documented history” means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

<sup>23</sup> “Documented history” means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

opportunity to pursue a diploma with more stringent requirements, for the sole reason the student has the document history.

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

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

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

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

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

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

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

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

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the ~~Smarter Balanced or alternate Oregon Extended Assessment~~ Oregon statewide assessments in language arts and/or mathematics by completing the Oregon Department of Education’s Opt-out Form<sup>24</sup> and submitting the form to the district.

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

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

END OF POLICY

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**Legal Reference(s):**

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

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

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

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

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

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<sup>24</sup> Oregon Department of Education page for: [30-day notice and opt-out form](#)

# Fern Ridge School District 28J

Code: JEA  
Adopted: 2/02/98  
Revised/Readopted: 5/23/05; 11/19/12; 8/19/13;  
3/07/16; 3/16/20  
Orig. Code: 5220

## Compulsory Attendance\*\*

Except when exempt by Oregon law, all ~~students~~ children between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public full-time school during the entire school term. Persons having control of a child between the ages 6 and 18, who has not completed the 12th grade, are required to send the child to school and maintain the child in regular attendance during the entire school term.

All ~~students~~ children five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school. Persons having legal control of a ~~student~~ child, who is five years of age ~~between the ages 6 and 18~~ and who ~~has not completed the 12th grade~~ have enrolled the child in a public school, are required to ~~have the student attend~~ send the child to school and maintain the child in regular attendance during the ~~entire~~ school term.

~~Persons having legal control of a student who is five years of age and has enrolled the child in a public school, are required to have the student attend and maintain the child in regular attendance during the school term.~~

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. ~~Failure to send a student and to maintain a student in regular attendance is a Class C violation.~~ A citation for violation of ORS 339.035 may be issued.

~~The district will develop procedures for issuing a citation.~~

A parent who is not supervising their student by requiring school attendance may also be in violation of Oregon Revised Statute (ORS) 163.577(1)(c). Failing to supervise a child is a Class A violation.

## Exemptions from Compulsory School Attendance

In the following cases, students shall not be required to attend public, full-time schools:

1. ~~Students~~ Children being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. ~~Students~~ Children proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. ~~Students~~ Children who have received a high school diploma or a modified diploma.
4. ~~Students~~ Children being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.

5. Students being educated in the home by a parent, ~~or~~ legal guardian or private teacher:
  - a. When a student is taught or is withdrawn from a public school to be taught by a parent, legal guardian or private teacher, the parent, legal guardian or private teacher must notify the Lane Education Service District (ESD) in writing within 10 days of such occurrence. In addition, when such a ~~home-schooled~~ student moves to a new ESD, the parent, guardian or private teacher shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD ~~superintendent~~ shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, the school districts of ~~home-schooled~~ students who are registered with the ESD and reside in their district;
  - b. Each ~~student~~ child being taught as described above shall be examined no later than August 15, following grades 3, 5, 8 and 10:
    - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew from public school;
    - (2) If the ~~student~~ child never attended public or private school, the first examination shall be administered prior to the end of grade 3;
  - c. Procedures for ~~home-schooled~~ing students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029.
  - d. Examinations ~~testing each student~~ shall be from the list of approved examinations from the State Board of Education;
  - e. The examination must be administered by a neutral individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
  - f. The person administering the examination shall score the examination and report the results to the parent or guardian. Upon request of the ESD superintendent, the parent or guardian shall submit the results of the examination to the ESD;
  - g. All costs for the test instrument, administration and scoring are the responsibility of the parent or guardian;
  - h. In the event the ESD superintendent finds that the ~~student~~ child is not showing satisfactory educational progress, the ESD superintendent shall ~~provide the parent with a written statement of the reasons for the finding, based on the test results and shall~~ follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.
6. Children whose sixth birthday occurred on or before September 1 immediately preceding the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.
7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.
8. ~~Students~~ Children excluded from attendance as provided by law.

9. **Students Children** who are eligible military children<sup>1</sup> are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.
10. An exemption may be granted to the parent or guardian of any **student child** 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.
11. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 to 419B.558.

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<sup>1</sup> “Military child” means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

END OF POLICY

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**Legal Reference(s):**

[ORS 153.018](#)

[ORS 163.577](#)

[ORS 336.615 - 336.665](#)

[ORS 339.010 - 339.090](#)

[ORS 339.095](#)

[ORS 339.257](#)

[ORS 339.990](#)

[ORS 419B.550 - 419B.558](#)

[ORS 807.065](#)

[ORS 807.066](#)

[OAR 581-021-0026](#)

[OAR 581-021-0029](#)

[OAR 581-021-0071](#)

[OAR 581-021-0077](#)

[Senate Bill 802 \(2019\)](#)

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<sup>1</sup> “Military child” means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

### Compulsory Attendance Notices and Citations\*\*

{Highly Recommended. Compulsory attendance for education and/or registering homeschool students with the local ESD are statutory requirements of persons in charge of students ages 6 through to 18. This administrative regulation supports procedures required of public education providers. The district should consult with the ESD on which superintendent will issue a citation, if at all, for violations of ORS 339.035 before adopting bracketed language.}

~~Compulsory attendance citations may be issued by the superintendent or designee as a means to enforce the compulsory attendance law. All such citations shall be issued according to the following procedures:~~

Appropriate notices on student absences or irregular attendance may be issued by the district in accordance with law. A citation may be issued by the superintendent or designee for noncompliance of ORS 339.035<sup>1</sup> in accordance with ORS 339.095.

#### 1. Attendance Supervisor

The attendance supervisor shall:

- a. Determine that the parent or guardian has failed to enroll their child and to maintain the child in regular attendance at a public school. “Regular attendance” shall mean attendance which does not include more than eight unexcused one-half day absences, or the equivalent thereof in any four-week period in which school is in session;  
~~Verify the compulsory attendance violation through such means as matching attendance supervisor records with classroom teacher records;~~
- b. Provide written compulsory attendance noncompliance notification to the parent or guardian within 24 hours of verification notification of the violation from the proper authority. If the student is an adjudicated youth offender on parole or probation, at the same time notice is given to the parent or other person, the attendance supervisor shall notify the student’s parole or probation officer of the student’s absence;
- c. Serve the notification personally or by certified mail. The notification will be written in the native home language of the parent or guardian of the student;
- d. Ensure that notification includes a statement requiring the student to appear at the public school on the next school day following receipt of the notice and to maintain regular attendance for the remainder of the school year;
- e. Ensure that the notification states that the parent or guardian has the right to request an evaluation to determine if the child should have an individualized education program (IEP) or Section 504 plan (“504 plan”) or right to request a review of their child’s current IEP or 504 plan;
- f. Provide a copy of the notice and pertinent attendance records to the superintendent or designee<sup>{2}</sup> at the time notice is given to the parent or guardian.

The attendance supervisor, ~~Notify the superintendent~~ within three days of knowledge of noncompliance ~~that~~ by the parent or guardian ~~receiving the notification has not complied with the notice~~, shall notify the

<sup>1</sup> ORS 339.035 provides requirements for teaching by private teacher, parent or guardian.

<sup>2</sup> {OAR 581-021-0077, requires such notice to the superintendent, a principal or other appropriate school official.}

superintendent.

2. Superintendent or Designee

~~The superintendent or designee will:~~

- a. ~~Review the compulsory attendance noncompliance notice and pertinent student attendance records;~~
- b. ~~If citation appears warranted, prior to issuing the citation, provide written notification to the parent or guardian. The notice will be written in the language of the parent or guardian. The notice will be delivered personally or by certified mail and will state that:~~

~~(1) —The student is required to attend regularly, a school full time during the school year;~~

- ~~(2) Failure to send the student to school and to maintain the student in regular attendance is a Class C violation;~~
- ~~(3) A citation of up to \$180 for violation of compulsory attendance laws may be issued by the superintendent or designee;~~
- ~~(4) The parent has the right to request:
 
  - ~~(a) An evaluation to determine if the student should have an individualized education program (IEP), if the student does not have one; or~~
  - ~~(b) A review of the student's current IEP.~~~~
- ~~(5) The parent or guardian and student are required to attend a conference with the superintendent or designee. The date, time and place of conference will be specified. This conference may not be scheduled until after an evaluation or review as described in item 4. above, if requested by the parent, has been completed;~~
- ~~(6) Failure to attend the conference or failure to send the student to school following the conference may result in the issuance of a citation.~~

If after review of a student's record, a citation in violation of ORS 339.035 appears warranted, prior to issuing the citation, the superintendent or designee shall provide written notification to the parent or guardian of the student and the student. The notice will be written in the native language of the parent or guardian. The notice will be delivered personally or by certified mail and will state that:

- a. The student is required to attend regularly, a full-time school during the school year;
- b. A citation for violation of ORS 339.035 may be issued by the superintendent or designee;
- c. The parent or guardian has the right to request an evaluation to determine if the student should have an IEP or 504 plan, if the student does not have one, or a review of the student's current IEP or 504 plan;
- d. The parent or guardian and student are required to attend a scheduled conference with the superintendent or designee. The date, time and place of conference will be specified in the notice.

If an evaluation or review as described in item c. above has been requested, this conference will be scheduled after its completion.

### 3. Conference

The superintendent or designee will conduct a conference with the parent or guardian and student. Auxiliary aids and services will be provided upon advance request. The superintendent or designee ~~will~~ may:

- a. Review Oregon's attendance law and the student's attendance record;
- b. Determine the reasons for the noncompliance;
- c. Develop a plan for student attendance improvement (i.e., contract, etc.);
- d. ~~Inform~~ Refer the parent and student ~~to~~ of other ~~agencies as necessary (i.e., Building Support Team, Youth Services Team, Services to Children and Families, Juvenile Department; etc.)~~ available resources in the district and community, if available;
- e. Discuss the potential consequences for continued ~~compulsory~~ attendance noncompliance, including the potential for the issuance of a citation ~~and the consequences for violation of the Board's student conduct and truancy policies~~, if applicable.

#### 4. ~~Citation~~

~~Compulsory attendance noncompliance citations may be issued by the superintendent or designee. The superintendent or designee shall:~~

- ~~a. Determine that the parent or guardian has continued to fail to enroll his/her student in school or maintain the student in regular attendance following a conference or has refused to attend the conference as required;~~
- ~~b. Contact the clerk of the court for the county and determine which court will hear the case and when;~~
- ~~c. Ensure official representing the district will be available to present evidence of the violation at the time and date specified;~~
- ~~d. Determine whether the local court's interpretation of ORS 339.925 requires the student be named as defendant. Complete form accordingly;~~

- e. ~~Complete Uniform Compulsory Attendance Citation and Complaint form as follows:~~
- ~~(1) — Specify appropriate court, district, circuit, municipal or justice;~~
  - ~~(2) — Specify when the court will hear the case, including date, time and location of the court appearance at the bottom of the form;~~
  - ~~(3) — Provide all pertinent defendant information, including the name and address of the parent or guardian. Only one adult should be named as the defendant;~~
  - ~~(4) — Provide all pertinent offense information, including the period of time during which the absences occurred;~~
  - ~~(5) — Ensure the minimum number of absences constituting irregular attendance as defined in law has in fact occurred. Excused absences should not be counted for purposes of this citation;~~
  - ~~(6) — Provide all pertinent student information including the grade, date of birth, length of time in the district and parent(s) name(s). The Department of Education will compile this information at the end of the calendar year to determine trends in excessive absenteeism;~~
  - ~~(7) — Provide date superintendent's or designee's prior notification of attendance requirements, consequences including possibility of citation and conference meeting date was sent;~~
  - ~~(8) — Ensure that the prior notice was served to the same parent or guardian who is named as the defendant in the citation;~~
  - ~~(9) — Provide district name, date, superintendent's name and signature. If the superintendent has designated another district official to issue citations, such delegation will be documented and the delegated official's name and signature will appear on the form;~~
  - ~~(10) — Personally serve (not mail) the citation;~~
  - ~~(11) — Complete time and date citation was issued, name, title and signature of district official serving the citation;~~
  - ~~(12) — Ensure the parent or guardian is served with the goldenrod (bottom) copy;~~
  - ~~(13) — Ensure the white and yellow copies are sent to the appropriate court, immediately after the citation is served;~~
  - ~~(14) — Ensure the pink copy is retained by the district. Additional information may be maintained on the back of the pink copy, including the dates the attendance supervisor's and the superintendent's or designee's notifications were sent, dates of contact with parents or guardians and names of school staff who have been involved with the issue;~~
  - ~~(15) — Consult with district's attorney to assist in these procedures, as necessary.~~
- f. ~~Maintain student attendance records in accordance with applicable education records laws.~~

**Fern Ridge School District**  
88834 Territorial Road  
Elmira, Oregon 97437  
Phone: (541) 935-2253

**\*\*\*\*\* ATTENDANCE SUPERVISOR'S NON-ENROLLMENT NOTICE \*\*\*\*\***

Date \_\_\_\_\_  
Parent(s)/Guardian \_\_\_\_\_  
Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

After review of attendance records, your **student child**, \_\_\_\_\_ (Student's Name), **has not enrolled in school and has** is not **been** exempted from compulsory attendance **in** for school, under provisions of ORS 339.030, and is not currently enrolled in school.

In accordance with Oregon law, children between ages 6 through 18 must be enrolled in school. Please enroll your **child** student at \_\_\_\_\_ School) no later than the next school day following receipt of this notice and maintain your **student child** in regular attendance for the remainder of the school year.

~~Please be advised that failure to comply with Oregon's compulsory attendance law is a Class C violation and may result in a compulsory attendance citation and complaint issued by the superintendent and a fine by a court.~~

You may request an evaluation to determine if your student should have an individualized education program (IEP), or **Section 504 plan ("504 plan")**, or request a review of your student's current IEP **or 504 plan**.

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is:

**Lane Education Service District 1200 State Hwy 99 N, Eugene, OR 97402, (541)-461-8200.**

If you have questions and/or need assistance, please contact (\_\_\_\_\_ name) at (\_\_\_\_\_ number).

Sincerely,

Attendance Supervisor / Principal

cc: Principal / Superintendent

**Fern Ridge School District**

88834 Territorial Road

Elmira, Oregon 97437

Phone: (541) 935-2253

**\*\*\*\*\* ATTENDANCE SUPERVISOR'S IRREGULAR ATTENDANCE NOTICE \*\*\*\*\***

Date \_\_\_\_\_

Parent(s)/Guardian \_\_\_\_\_

Address \_\_\_\_\_

Dear \_\_\_\_\_,

(Parent/Guardian)

~~A determination has been made that~~ After review of attendance records, your **student** child, \_\_\_\_\_ (Student's Name), is not maintaining regular attendance at a public school as required by ORS 339.065. Regular attendance is defined by Oregon law as attendance which does not include more than eight unexcused one-half day absences or the equivalent thereof in any four-week period school is in session. According to school attendance records, your **student** child has had \_\_\_\_\_ unexcused absences from school on the following dates: \_\_\_\_\_.

~~You are hereby notified that you must send your student~~ Please send your child to school no later than the next school day following receipt of this notice and maintain your student in regular attendance for the remainder of the school year.

~~Please be advised that failure to comply with Oregon's compulsory attendance law is a Class C violation and may result in a compulsory attendance citation and complaint issued by the superintendent and a fine by a court.~~

You may request an evaluation to determine if your **student** child should have an individualized education program (IEP), or Section 504 plan ("504 plan"), or request a review of your student's current IEP or 504 plan. If you request an evaluation for, or a review of a current IEP or 504 plan, a conference will be held after such evaluation or review has been completed.

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is:

**Lane Education Service District 1200 State Hwy 99 N, Eugene, OR 97402, (541)-461-8200.**

If you have questions and/or need assistance, please contact (\_\_\_\_\_ name) at (\_\_\_\_\_ number).

Sincerely,

Attendance Supervisor / Principal

cc: Principal / Superintendent

Compulsory Attendance Notices and Citations\*\* - JEA-AR



**Fern Ridge School District**

88834 Territorial Road

Elmira, Oregon 97437

Phone: (541) 935-2253

**\*\*SUPERINTENDENT'S NOTICE\*\***

Date \_\_\_\_\_

Parent(s)/Guardian \_\_\_\_\_

Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

According to district records, you were notified by the district's attendance supervisor on (\_\_\_\_\_ date) that your child, \_\_\_\_\_ name, [is not yet enrolled in school] [is not maintaining regular school attendance] [is not enrolled with the local education service district] as required by Oregon law.

Your child was required to appear in school no later than the next school day following your receipt of the notice and to maintain regular attendance for the remainder of the school year. District records indicate your child continues to be absent from a public school. A child is required to regularly attend a full-time school.

You may request an evaluation of your child's individualized education program (IEP) or Section 504 plan or a review of same. OR request an evaluation to determine if your child should have an individualized education program (IEP) or Section 504 plan.

The requested evaluation or review was completed on (\_\_\_\_\_ date).

You and your child are requested to attend a conference with (\_\_\_\_\_) (designated school official) on (\_\_\_\_\_ date) at (\_\_\_\_\_ time) to discuss:

1. The development of a plan for improvement;
2. Resources available to help your child be successful in school, referrals to other agencies as may be needed and such alternative education information as may be required by law;
3. Any questions you may have concerning district programs and resources to help your child attend regularly.

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is:

**Lane Education Service District 1200 State Hwy 99 N, Eugene, OR 97402, (541)-461-8200.**

If you have questions and/or need assistance, please contact (\_\_\_\_\_ name) at (\_\_\_\_\_ number).

Sincerely,

Superintendent / Designee



## Fern Ridge School District 28J

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Gary E. Carpenter Jr.  
Superintendent

88834 Territorial Road, Elmira, OR 97437  
Phone: (541) 935-2253  
Fax: (541) 935-8222

### **Classified/Confidential/Manager/Coach Employees Resignations/New Hires/Transfers/Other Report** December 15th, 2025

#### Resignations/Retirements

1. Resignation of Misti Rogers, 7.0 Bridges Instructional Assistant at Elmira Elementary School, effective November 17th, 2025.
2. Resignation of Mandy Storey, 7.0 Business Office Assistant at the District Office, effective December 5th, 2025.

#### New Hires/Transfers

1. None at this time.

#### Other

1. None at this time.

#### Coaches

1. Hiring of Aaron Garcia, JV2 Basketball Coach at Elmira High School, effective November 17th, 2025.
2. Hiring of Timothy Cooper, Assistant Wrestling Coach at Elmira High School, effective November 19th, 2025.