

Regular Meeting

Wednesday, November 19, 2025 6:00 PM

Sheridan School District Office, 435 South Bridge St, Sheridan, OR 97378

1. Pledge of Allegiance

2. Roll Call

3. Approval of Agenda - Action Items Consent Agenda

3.A. Meeting Minutes

3.A.1. Board Work Session - October 1, 2025

3.A.2. Regular Board Meeting - October 15, 2025

4. Presentations

4.A. SHS Leadership

4.B. R & C

5. Public Input

6. Administrative/Program Reports

6.A. Faulconer-Chapman School

Presenter: Adam
DeLatte

6.B. Superintendent Report

Presenter: Dorie
Vickery

6.B.1. 2025 SHAPA Annual Report

6.B.2. 25-26 District Scorecard

6.B.3. 24-29 SSD Strategic Plan

6.C. Fiscal

Presenter: Karen
Daniels

7. New/Unfinished Business

7.A. OSBA Conference

7.B. Student Board Representative

8. Action Items

8.A. R&C Management Plan

8.B. Policy Packet

8.C. Student Board Rep

8.D. Resolution 26-04

8.E. SIA 25-27 Agreement

9. Topics For Next Meeting

10. Board Comments

11. Next Regular Meeting Date: Wednesday, December
17 at 6:00 P.M.

12. Upcoming Events

13. Adjournment

Work Session
Wednesday, October 1, 2025 6:30 PM

Sheridan School District Office
435 South Bridge St
Sheridan, OR 97378

MINUTES

3. Presentations

3.A. District Goals/Scorecard - Dorie

3.B. Student Data - Adam

3.C. Clean Up Day - Discussed and tabled, for further discussion

4. Adjournment @ 7:38 pm

Board Chair

Superintendent

Regular Meeting
Wednesday, October 15, 2025 6:00 PM

Sheridan School District Office
435 South Bridge St
Sheridan, OR 97378

Minutes

1. Pledge of Allegiance

2. Roll Call

- [x] Natalya Ables, DirectorPos. #1 - 2029
- [x] Jeremy Hutchinson, Director.....Pos. #2 - 2029
- [x] Samantha Bagby, Director Pos. #3 - 2027
- [x] Rubi Yarez, Director Pos. #4 - 2027
- [x] Ray Watkins, Director..... Pos. #5 - 2029

3. Approval of Agenda - Action Items

Consent Agenda

3.A. Meeting Minutes

3.A.1. Board Work Session - October 1, 2025

3.A.2. Regular Board Meeting - September 17, 2025

- [x] Natalya Ables, DirectorPos. #1 - 2029
- [x] Jeremy Hutchinson, Director.....Pos. #2 - 2029
- [x] Samantha Bagby, Director Pos. #3 - 2027
- [x] Rubi Yarez, Director Pos. #4 - 2027
- [x] Ray Watkins, Director..... Pos. #5 - 2029

Motion to approve with changes Jeremy and 2nd by Ray - all in favor

4. Presentations

4.A. SHS Leadership

Robert Meneley - Sports and events recap

5. Public Input

N/A

6. Administrative/Program Reports

6.A. Sheridan High School

Presenter: Patrick Schrader

Enrollment

Electronics policy - going very well, little waves of incidents now and then, but overall going smoothly.

Review of testing data

Introduced Dean of Students – Roman Balun, On Track Rate Program; document handed out regarding; beginning of the program and just beginning – review of processes and each stage.

Rubi – discovery protocol?

Example of quick verbal progression before going to the office

Natalaya – after their 9th grade year, what happens?

Once foundation is established we can scale up to higher grade levels

General discussion over positives of the programs

Natalya – Testing data, any idea where the students that didn't test would likely be placed?

Not at this time, utilizing resources to dive deeper into the data and determine the areas of growth.

Ray – 9th Grade on track – 7 years experience in the program, takes a couple years to move the data markers.

6.B. Special Programs

Presenter: Melissa Love

Review of SpEd data by grade level – similar numbers as last year – shift in numbers due to SHAPA taking on their on SpEd program.

12 Students K-2, non verbal/autism/developmental delays

13 Students for DLC ½ Day for social peer interactions in main building; ½ at District Learning Center for Life Skills

Previously we purchased for outside placement, all but 4 have been brought back to the district.

Review of community activities students are helping with (food bags, clothing closet etc)

SPLA – Hired, no longer going through third party or out of state rep

The Student Success plan is written by a team to ensure that all aspects for students are clearly outlined. Anyone can have one if the team deems it necessary.

Most commonly through parent interaction, we are looking for when it happens, why it happens, behavior is communication in all ages. Review of what has worked, isn't or needs to be changed.

6.C. Superintendent Report

Presenter: Dorie Vickery

Note – PowerPoint Presentation in different order

Annual Report – 3 narratives, plus review of progress

SIA Annual Report Requirements

Enrollment numbers for SHAPA and K-12 and average size for HS due to electives and overlay of student ages/graduation requirements.

6.C.1. Division 22 – reviewed attached report/table for compliance and standards

6.C.2. Integrated Plan – questions and responses on document reviewed/discussed

6.D. Fiscal

Presenter: Karen Daniels

Upcoming Audit, no new information and very gentle process - accounting goes to the 39th digit, budgets are beginning to discuss cuts and reductions in budgets.

7. New/Unfinished Business

7.A. Work Session Topics

No immediate concerns or topics; Rubi okay with canceling upcoming session Nov 5th - agreed.

7.B. Student Representative

Hurt during game, move to next month

8. Action Items

8 Contract for Architects & Engineers

Description: Recommend going into contract negotiations with Bric Architects for our Architectural & Engineering Bond projects

Motion to accept going into negotiations by Jeremy and Seconded by Ray

8.A. R & C Agreement

- [x] Natalya Ables, DirectorPos. #1 - 2029
- [x] Jeremy Hutchinson, Director.....Pos. #2 - 2029
- [x] Samantha Bagby, Director Pos. #3 - 2027
- [x] Rubi Yarez, Director Pos. #4 - 2027
- [x] Ray Watkins, Director..... Pos. #5 - 2029

Motion passes

8.B. Student Representative

Presenter: NeVaeh Stewart

Motion to postpone - Rubi and 2nd by Natalya

- [x] Natalya Ables, DirectorPos. #1 - 2029
- [x] Jeremy Hutchinson, Director.....Pos. #2 - 2029
- [x] Samantha Bagby, Director Pos. #3 - 2027
- [x] Rubi Yarez, Director Pos. #4 - 2027
- [x] Ray Watkins, Director..... Pos. #5 - 2029

Motion passes, bump to next month

9. Executive Session

9. Executive Session

Description: ORS: 192.660 (2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

7:28 out of Exec session - unable to restart camera live stream

10. Topics For Next Meeting

11. Board Comments

12. Next Regular Meeting Date: Wednesday, November 19th at 6:00 P.M.

13. Upcoming Events

14. Adjournment @ 7:29

Board Chair

Superintendent



SHERIDAN
SCHOOL DISTRICT

2025 Bond Program Status Report for Board of Directors

November 19, 2025

Managed & Prepared By:





Agenda / Table of Contents

- A. Project Updates
- B. Program Schedule
- C. Program Budget
- D. Project Photos
- E. Questions / Comments





A. Project Updates

As the district is early in the bond program, updates reflect only the initial foundation for the program and specific projects. More specific tasks will be included as work progresses. The current status of the bond program is as follows

R&C Management Group & the Bond Management Plan: A Request for Proposals (RFP) was issued for Owner's Representation / Project Management, and R&C Management Group was selected. Since then, a bond management plan outlining communications schedule and budget break downs, and approval authorities for district personnel was drafted and approved by the Board.

Bond Oversight Committee (BOC): The BOC was established and had their kick of meeting on October 13th. Expectations for duties were discussed as well as an outline of all budgets and schedules as adopted under the bond management plan. The next meeting is scheduled for December 8th.

Architect Selection: The district issued a Request for Proposals (RFP) for architects and received seven proposals and interviewed three firms. BRIC (who did the pre-bond planning) was selected, with their partner from Anderson Shirley Architects to provide both expertise (BRIC) and local commitment (ASA) to the Sheridan projects. A contract for pre-design services is being negotiated so as to firm up specific scope. They will also include engineering under this contract.

Professional Service Selections: The district issued an RFP for professional services. Twenty-four responses were received for eight service types and awards made to the following service providers:

- Site Surveying – AKS
- Geotechnical Engineering – Columbia West
- Building Envelope – PRC
- MEP Commissioning – Sazan
- Special Inspections and Testing – Terracon
- Hazardous Materials Surveying and Testing – Apex (formerly PBS)
- Building Security and Low Voltage – NIS
- MEP Engineering (direct) - PAE

As work and design progresses, fees for specific tasks will be negotiated with these providers within the confines of the budget.

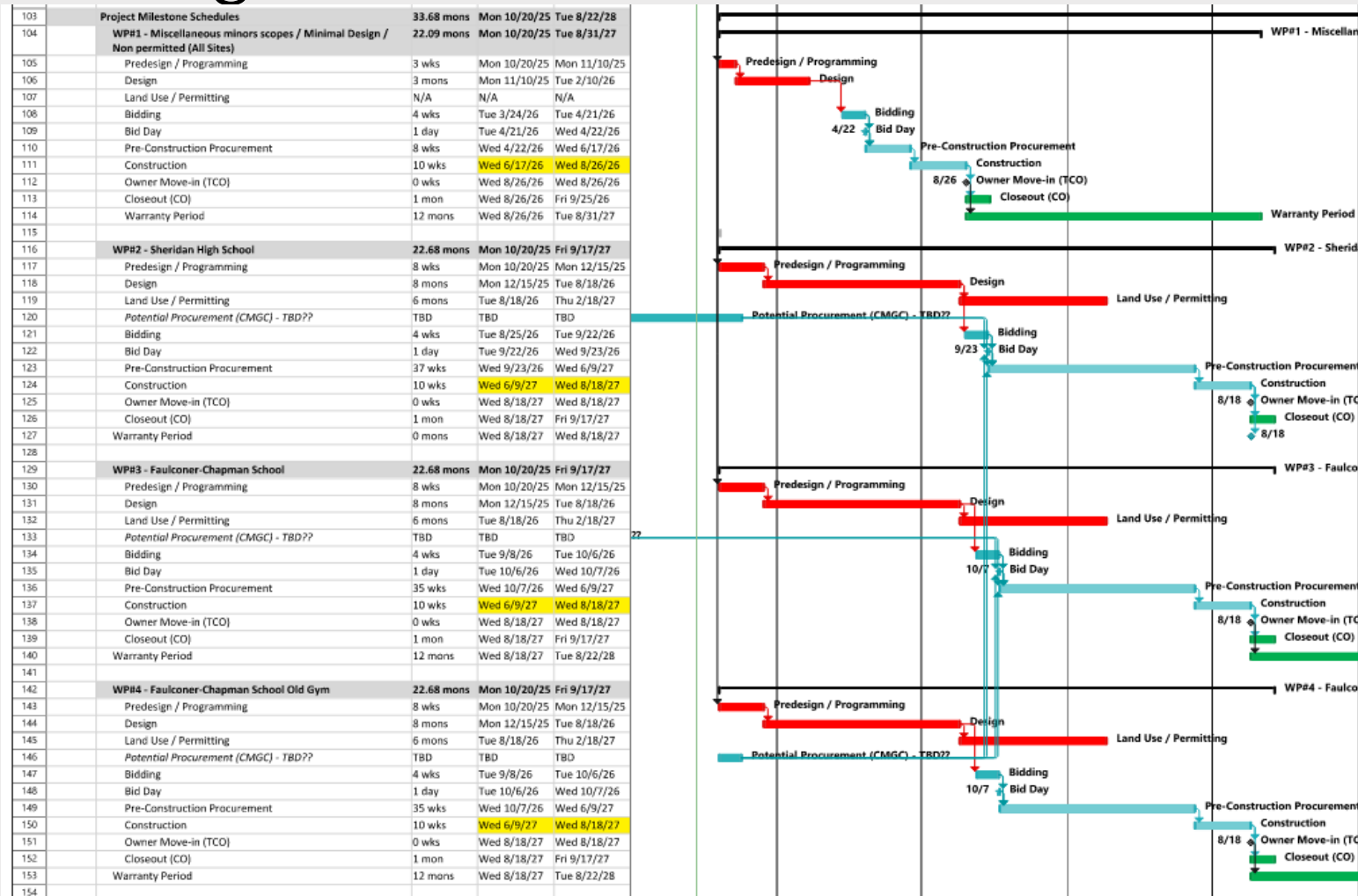
Security Components: The district has reached out to security system providers to identify opportunities for each school. Those are currently on hold until the building designs are at a 50% stage of work. This will ensure the security measures and design align, thus avoiding any re-work in subsequent phases.

Grants: The district and management teams are investigating grants from multiple sources so as to potentially expand the project list or depth of some projects. E-Rate, Safety, and Energy grants are currently being examined.





B. Program Schedule



COMMENT: At the time of this report, the A/E team has been selected as have all the professional service providers, and we are in negotiations with the Architect about what can be propelled into the 2026 summer based on permitting criteria. There may be a 5th package in the summer of 2028 based on any remaining savings from the core projects.



C. Program Budget

PROJECT		Original Budget	Current Budget	Committed to Date (In Process)
1	District Wide - Repairs/Renovation 2026 (WP#1)	\$ -	\$ -	\$ -
2	Sheridan High School - Repairs/Renovations (WP#2)	\$ 5,795,000	\$ 5,795,000	\$ -
3	Faulconer-Chapman School - Addition/Repairs/Renovations (WP#3)	\$ 1,151,865	\$ 1,151,865	\$ -
4	Faulconer-Chapman School Old Gym - Repairs/Renovations (WP#4)	\$ 4,453,125	\$ 4,453,125	\$ -
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
98	Inflation/Unknowns Program Contingency	\$ 600,010	\$ 600,010	\$ -
99	Sheridan SD - District/Program Costs	\$ 153,659	\$ 153,659	\$ -
	TOTAL	\$ 12,153,659	\$ 12,153,659	\$ -
TOTAL PROGRAM BUDGET		\$ 12,153,659	\$ 12,153,659	\$ -

Basis of Original Program Budgets

CIP Bond Proceeds	\$	6,000,000
OSCIM Grant funds	\$	6,000,000
Bond Premium	\$	153,659
Impact Fees	\$	-
District Costs	\$	-
Added Projects	\$	-
Total	\$	12,153,659

NOTE: Current budget may change as funding sources increase or decrease

COMMENT: At the time of this report, the budgets stand as they were in the management plan approved by the Board in October 2025. Contracts for Project Management, A/E design services, and some minor professional services are in negotiation so not yet shown as commitments. The budget for work package #1 (Summer 2026 work) is currently "zero" as we negotiate which projects can be propelled forward. R&C will come to the Board in January to move portions of the other budgets into 2026 once that is determined.

This budget reflects the bond premiums obtained at the time of sale but does NOT reflect interest on bond proceeds as that number varies wildly.

As more expenses are incurred, more budget detail will be provided. Currently, each of the work packages are broken down into 50-item project-specific budgets to best monitor the work.

D. Project Photos



AS DESIGN MEETINGS AND CONSTRUCTION STARTS,
A SAMPLING OF PHOTOS WILL BE PROVIDED HERE





SHERIDAN
SCHOOL DISTRICT

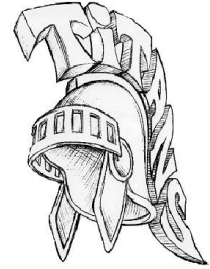
Questions / Comments?

End of Report

Managed & Prepared By:



FCS November Board Report



Academics

We have completed our Fall 100% meetings for all grades, where teams reviewed student data, reflected on progress, and set goals for the spring. These meetings provide valuable collaboration time and help align our academic efforts across grade levels.

We are now fully utilizing our new math curriculum in 3rd–5th grade, and teachers are reporting positive engagement and strong alignment with our instructional goals. Additionally, our new STEM classes for 4th–8th graders are off to an exciting start. Students are engaging in hands-on projects that encourage creativity, problem-solving, and real-world application of science and engineering concepts.

Fall Sports

Our Fall sports seasons have come to a close, and we are proud of the accomplishments of our student-athletes. The middle school football team finished their season undefeated, capping it off with a strong win at Willamina. Our volleyball team showed tremendous growth throughout the season, improving their skills and teamwork with each match. Cross country athletes competed hard and showed a lot of progress throughout the season. All sports saw an increase in participation numbers this year, which speaks to the positive culture our coaches and athletes continue to build.

Friday Activities

We are pleased to share that our Friday K-5 Enrichment continues to grow in numbers. We already have over 75 students registered for the program and have had more students attending consistently than either of the previous years.

FCS continued our Friday programs bus route each week. Students have the opportunity to take the bus to FCS on Fridays and receive additional academic supports or participate in our various activities each week.

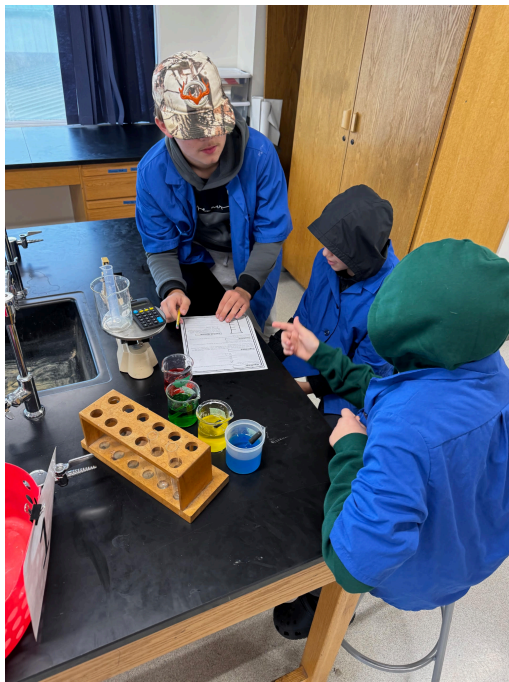
Staff Highlights

Esperanza Garcia has entered her second year at FCS and is thriving. Her classroom is full of engaging lessons and a strong and positive classroom atmosphere. Middle school students are learning at high levels and enjoying Science! Not only is Ms. Garcia successful in the classroom, but she is also helping to bridge communication gaps with Spanish speaking families and students. We are very thankful for Ms. Garcia's positive energy and constant strive to serve her students!

Our daytime custodian Mr. Mike continues to be an essential part of our FCS team. Mike is quick to handle any mess or broken item that pops up around FCS and he does so with a smile and positive demeanor that brightens everyone's day. Mike is always there to lend a hand however he can. Just last week alone, he was seen mentoring a middle school boy while prepping the building in the morning and then helping two lost dogs find their way home in the afternoon. We are very thankful for Mr. Mike!

Upcoming Dates

Nov 26-28	Thanksgiving Break
Dec 16	Elementary Winter Concert
Dec 18	5th-8th Band and Choir Concert
Dec 20	Start of Winter Break





Superintendent Report

November 2025



Sheridan AllPrep Academy

Sheridan School District Board acts as the sponsor for the charter school.

- The Charter, recently negotiated and approved by the School Board, is for five years.
- SHAPA has their own Board of Directors.
- As the sponsoring District, SSD is responsible for the oversight of their operations, finances, and academic performance.
- SHAPA must report at least annually on their performance.

Enrollment Update

FCS

Kinder	38
1st	61
2nd	54
3rd	48
4th	66
5th	58

6th	55
7th	69
8th	44

Total K-8 493

SHS

9th	60
10th	36
11th	38
12th	42

Total: 178

Total Enrollment - Fall 2025

	FCS	SHS	Total
September	494	185	679
October	486	185	671
November	493	178	671

Barbara Roberts Career Tech Center

Preparing for the 2026 Legislative Session

- Request \$5 million
- Working on a letter campaign that will include leaders and lobbyists from state associations
- Meeting with Representatives Scharf and Elmer in late December
- Partnering with the WESD for additional support
- Need to reach out to partnering school districts with updated information

District Scorecard 25-26 Annual Goals

COPS Grant

Community Oriented Policing Services (COPS)

Key Points:

- Federal grant, fiscal year 2025, \$500,000
- School Violence Prevention Program
- Fiscal match are the Bond funds
- The budget includes exterior lighting, page/clocks/intercom system, cameras, and access control

SIA Grant Agreement 2025-27

Comments or Questions?



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PO Box 583
SHERIDAN, OR 97378
(503) 843-9330
<https://sheridanallprep.org/>

Sheridan AllPrep Academy

2025 Annual Report

Submitted to: Sheridan School District Board of Directors

Prepared by: Dr. Jesse Watson, Executive Director

Date: November 2025

Dear Sheridan School District Board Members,

I am pleased to present Sheridan AllPrep Academy's 2025 Annual Report. As our sponsoring district, your continued partnership and support make it possible for us to provide a flexible and rigorous educational experience to students across Oregon. This year has brought meaningful growth in both enrollment and program quality, as well as continued success in meeting our improvement goals under the Targeted Support and Improvement (TSI) plan. Through your trust and collaboration, we have been able to strengthen instructional quality, expand career and college pathways, and enhance student engagement across all grade levels. I am deeply grateful for your ongoing commitment to SHAPA's mission and for the role you play in ensuring our students thrive.

Section 1 — Overview

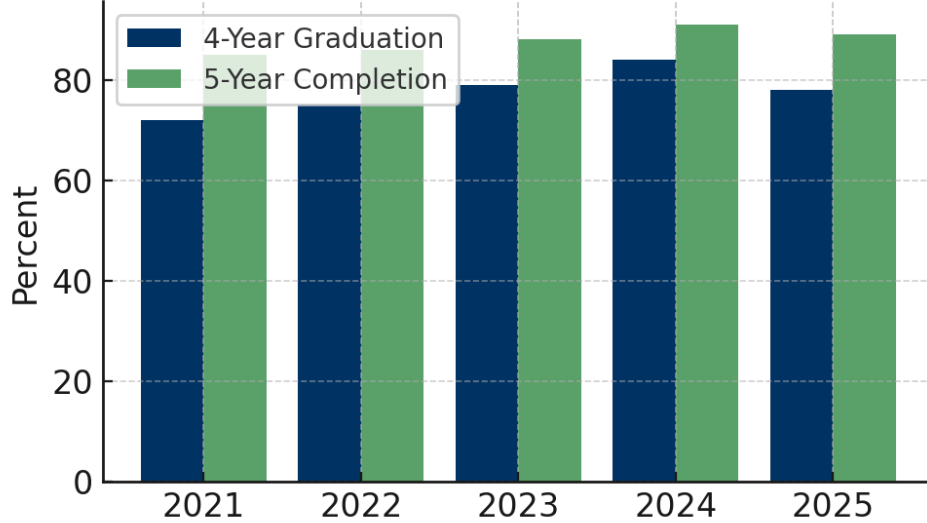
The 2024–2025 school year marked continued growth and stability for Sheridan AllPrep Academy (SHAPA). Enrollment increased to 383 students, reflecting steady statewide demand for flexible, high-quality online and hybrid learning. SHAPA continues to serve a diverse population of students across Oregon while providing rigorous academic instruction and personalized learning options. The school remains identified for Targeted Support and Improvement (TSI) for students experiencing poverty, with dedicated funding allocated to support summer school and credit recovery initiatives. The focus of SHAPA's school improvement plan continues to center on student retention, engagement, and academic achievement.

Section 2 — Academic Progress

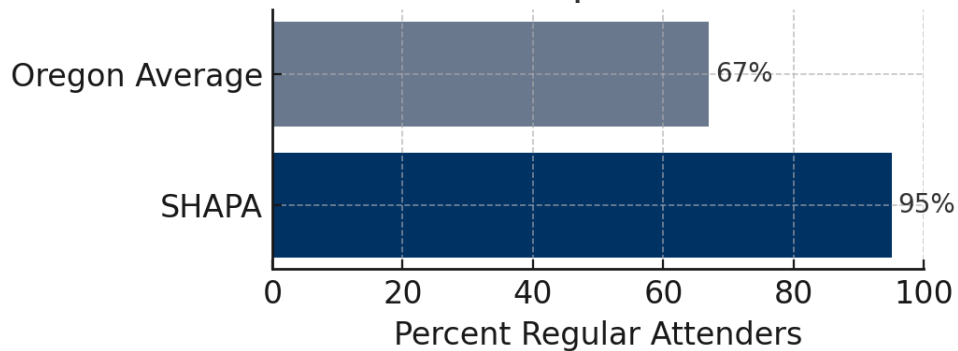
Academic data from the Oregon Department of Education (ODE) demonstrate both progress and areas for continued focus. ELA proficiency increased to 39%, and math proficiency rose to 29%. Notably, students experiencing poverty made significant progress, with gap scores improving by +37 points in ELA and +58 points in math. These represent Level 5 growth on ODE's accountability scale.

SHAPA's ninth-grade on-track rate remains strong at 90%, exceeding the state average of 87%. The four-year graduation rate is 78%, and the five-year completion rate is 89%. Attendance remains one of SHAPA's strongest indicators, with 95% of students classified as regular attenders compared to the Oregon state average of 67%. This demonstrates strong engagement and consistent participation among students.

Graduation and Completion Rates (2021-2025)

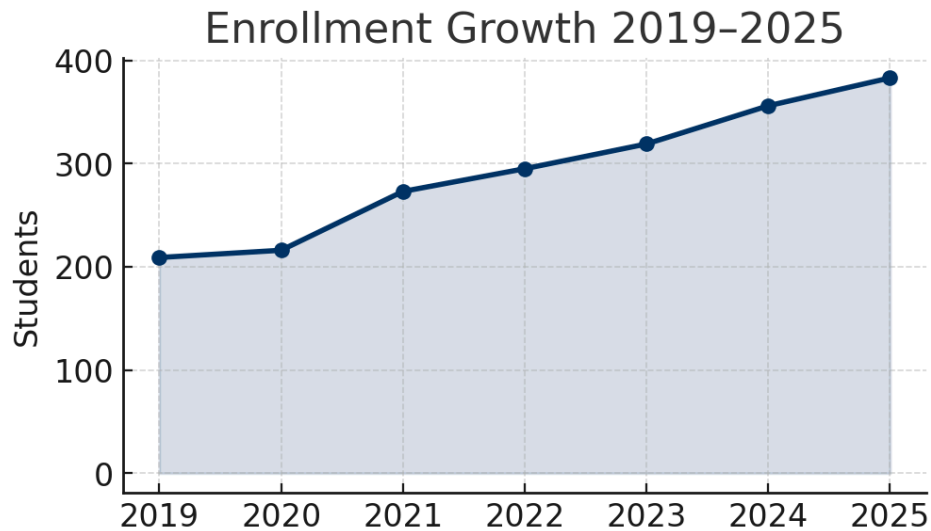


Attendance Comparison 2024-2025



Section 3 — Enrollment and Demographics

SHAPA served 383 students in grades K-12 during the 2024-2025 school year. The student body included 15% students with disabilities, 28% students experiencing poverty, and 3% identified as English learners. Demographically, 76% of students identified as White, 9% as Hispanic/Latino, 7% as Multiracial, 3% as American Indian, 2% as Black/African American, 2% as Asian, and 1% as Native Hawaiian or Pacific Islander. Three languages were represented among SHAPA's student population.



Section 4 — Programs and Student Opportunities

SHAPA continues to expand student learning opportunities through its Early College program, Career and Technical Education (CTE) pathways, and in-person pod locations. Approximately 12% of high school students participated in Early College during 2024–2025, earning college credit through partnerships with five community and technical colleges. Three approved CTE Programs of Study—Business Marketing, Health Sciences, and Education & Training—provide students with hands-on experience and career exploration. The Sheridan AllPrep Children’s Center (SHACC) remains the cornerstone of the Education & Training pathway, offering early learning experiences and workforce training for SHAPA students.

Both the Sheridan and McMinnville Pods remain at capacity with waitlists, reflecting the ongoing demand for in-person support opportunities. Students also participated in a range of enrichment activities and field trips, including Outdoor School, OMSI events, and museum visits. Community engagement continues through SHAPA’s participation in Sheridan Hometown Days, Chamber of Commerce membership, and parent involvement in virtual and in-person school events.

Section 5 — Governance and Compliance

SHAPA remains in full compliance with all public meeting laws (ORS 192.610–192.690). Meeting agendas and minutes are publicly posted and accessible on the school’s website. The governing board maintained consistent membership during 2024–2025, and all newly adopted policies were recommended by the Oregon School Boards Association (OSBA). All staff members completed required Vector training in areas including child abuse prevention, harassment, and sexual conduct reporting.

Section 6 — Staffing

Staffing data for the 2025–2026 school year reflect a balanced and stable instructional team. Staff positions include licensed teachers, administrators, support staff, and SHACC educators who contribute to the school’s CTE Education & Training pathway.

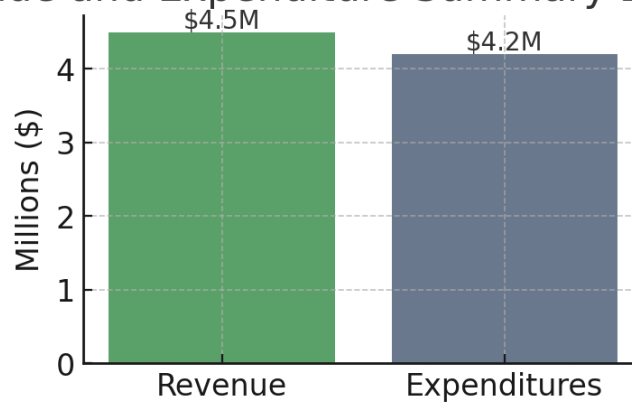
SHAPA 2024–25 Staffing Summary

Position Category	Headcount	FTE
Teachers	22	19.075
Teaching Assistants	2	1.125
School Counselor	1	1.0
Business Manager	1	1.0
Technology Support	1	1.0
Support Staff	3	1.5
Registrar	1	0.9
Administrators	2	2.0
SHACC Staff	8	8.0
Total	41	35.6

Section 7 — Financial Report

SHAPA’s financial position remains strong, with total revenues of approximately \$4.5 million and expenditures of \$4.2 million for 2024–2025. The majority of funding (96%) was derived from state ADM allocations. The remaining funds were received from grants, donations, and restricted program reimbursements. The school maintains a positive ending fund balance. The annual audit for 2024–2025 has not yet been completed, as auditors continue to finalize reviews for fiscal years 2021–2024. Internal controls are documented and maintained within SHAPA’s Finance Manual, which provides oversight procedures and financial safeguards.

Revenue and Expenditure Summary 2024-2025



Section 8 — Goals for 2025–2026

1. Increase the four-year graduation rate to at least 82% while maintaining a five-year completion rate above 90%.
2. Continue improving ELA and Math proficiency through targeted instruction and data-driven interventions.
3. Expand summer school opportunities and intervention supports aligned to TSI goals.
4. Strengthen CTE and early college participation by increasing partnerships and course offerings.
5. Maintain strong financial stewardship and transparency during audit completion and reporting.

The 2024–25 school year reflected continued growth, stability, and meaningful achievement for Sheridan AllPrep Academy. Through innovative instruction, expanded learning opportunities, and a steadfast commitment to student success, SHAPA provided high-quality, flexible education to students across Oregon. These accomplishments were made possible through the ongoing sponsorship and collaboration of the Sheridan School District Board. Your continued partnership has been instrumental in sustaining our programs, supporting our staff, and ensuring that students receive the resources and guidance they need to thrive. We are deeply grateful for your trust, vision, and leadership as we continue this important work together.

Respectfully submitted,

Dr. Jesse Watson

Executive Director

Sheridan 2025-2026 Scorecard

Pillar	Annual Goals	Status <i>Green = On Track</i> <i>Yellow = Making Progress, but Not on Track</i> <i>Red = Well Behind on Goal</i>	
		Semester 1	Semester 2
Successful Students	1. Increase the Student Experience Survey Question #15 (I feel students are nice or show respect to each other at my school.) from 2.52 to 2.72 on the fall 2026 survey.		
	2. Elementary and middle school students will have an average student growth percentile of 60% or more at the spring benchmark for math and reading.		
	3. Increase the passing rate of all grade levels at the high school.		
	4. The graduation year cohort class of 2026 will graduate at 90%.		
	5. Increase the Student Experience Survey Question #16 (I like going to my school each day.) from 2.74 to 2.94 on the fall 2026 survey.		
Invested Employees	1. Improve the overall Employee Experience Survey result from 3.63 to 3.78 on the fall 2026 survey results.		
	2. Increase the overall Employee Experience Survey participation from 83 to 93 on the fall 2026 survey results.		
	3. Improve the Employee Experience Survey question #4 (I receive appropriate recognition when I do good work.) from 3.21 to 3.41 on the spring 2026 survey results.		
Connected Community	1. Recognize donors and business partnership (community or person) once a quarter.		
	2. Improve overall Parent/Caregiver Experience survey results from 3.69 to 3.84 on the spring 2026 survey results.		
	3. Form Bond Oversight Committee, provide community reports about the bond projects and fiscal management of bond funds.		

STRATEGIC PLAN 2024-2029

(March 2025)



SHERIDAN
SCHOOL DISTRICT

Where all students learn, grow, and succeed.

SUCCESSFUL STUDENTS

Increase the number of students who are college and/or career ready

Create a culture where students feel safe and welcome

Improve our facilities to better serve our students

Increase the number of students who are on grade level

CONNECTED COMMUNITY

Improve meaningful, relevant, professional development opportunities for all employees

Enhance the frequency of clear, effective and open two-way communication

Develop and implement a systematic approach to recognize and celebrate successful and impactful employees

Improve methods for recognizing and addressing the emotional, physical, and personal need of our employees

INVESTED EMPLOYEES

Build pride in community and our facilities so Sheridan SD is a great place to send your students

Build community support through transparency, communication, and engagement

Build positive relationships that unite the community to support and develop district facilities

Promote a culture of high expectations from the entire community

District Mission Statement:

Each student will be engaged today, inspired for the future, ready for the next set of challenges and accountable for their learning.

Board Meeting Financial Report November, 2025

Included Documents

- General Fund Budget Update
- Appropriations Check
- Check List
- Resolution 26-04 – Establish Fund 257 COPS Grant

Current Events

- Auditor visit completed – waiting on final documents, they will present next month
- Data clean-up
- W2 prep work

Future Events

- End of calendar year

100 GENERAL FUND As of October 31, 2025							
Revenue	SOURCE	BUDGET	YEAR TO DATE	RECEIVABLE ENCUMBRANCE	TOTAL	BALANCE	Year to Date % of Budget
R1111	CUR YR TAXES	1,998,500	24,268.95	1,974,231.05	1,998,500.00		1.21%
R1510	INTEREST ON INVESTMENTS	199,000	66,115.62	132,884.38	199,000.00		33.22%
R1960	RECOV PRIOR YRS EXP	-	12,119.23	-	12,119.23		
R1990	MISC	4,017	1,694.86	-	1,694.86		42.19%
R2199	HERT REVENUE	-	723.65	-	723.65		
R3101	SSF- GEN SUPPORT	13,278,238	5,591,474.00	7,686,764.00	13,278,238.00		42.11%
R3103	COMMON SCH FUND	120,000	66,348.84	53,651.16	120,000.00		55.29%
R5200	INTERFUND TRANSFERS	100,000	-	-	-		
R5400	RESOURCES BEG FUND BAL	1,000,000	1,280,703.81	-	1,280,703.81		
Revenue Totals:		16,699,755	7,043,448.96	9,847,530.59	16,890,979.55		
Expenses	DESCRIPTION	BUDGET	YEAR TO DATE	REC/ENC	TOTAL	BALANCE	% of Budget
100	SALARIES	5,704,966	1,200,918.94	4,554,684.59	5,755,603.53	(50,637.53)	21.05%
200	BENEFITS	3,579,314	767,484.94	2,874,626.70	3,642,111.64	(62,797.64)	21.44%
300	PURCHASED SERVICES	5,768,025	2,163,482.75	3,363,165.44	5,526,648.19	241,376.81	37.51%
400	SUPPLIES	350,000	215,055.13	123,040.91	338,096.04	11,903.96	61.44%
600	OTHER OBJECTS	197,450	188,454.29	14,233.16	202,687.45	(5,237.45)	95.44%
700	FUND MODIFICATIONS	100,000	-		-		
810	CONTINGENCY	200,000	-	200,000.00	200,000.00		
820	RESERVED FOR NEXT YEAR	800,000	-	800,000.00	800,000.00		
Expense Totals:		16,699,755	4,535,396.05	11,929,750.80	16,465,146.85	8.54%	
						Ending Balance	
Balance Based On		BFB	Revenue	Expenditures	Balance	1,000,000.00	
Year to Date Actuals		1,280,703.81	5,762,745.15	4,535,396.05	2,508,052.91	425,832.70	
Actuals + Receivables/Encumb		1,280,703.81	15,610,275.74	16,465,146.85	425,832.70	1,425,832.70	

2025-26 Appropriations Review

As of October 31, 2025

	Adopted Budget	Budget Modifications	New Appropriation	Y to D Expenditures	Check	EOY	
General Fund							
Instruction	11,045,262		11,045,262	3,216,092	✓	✗	
Support Services	4,554,493		4,554,493	1,319,304	✓	✓	
Transfer	100,000		100,000	-	✓	✓	
Contingency	200,000		200,000	-	✓	✓	
Fund Total	15,899,755		15,899,755				
Combined Special Project Fund							
Instruction	1,517,451	149,000	1,666,451	385,211	✓	✓	
Support Services	2,292,404		2,292,404	184,347	✓	✓	
Enterprise Services	629,849		629,849	130,642	✓	✓	
Transfer	10,000		10,000	-	✓	✓	
Fund Total	4,449,704		4,598,704				
Debt Service							
Debt Service	681,017		681,017	-	✓	✓	
Fund Total	681,017		681,017				
Capitol Project Funds							
Support Services	310,000		310,000	207,662	✓	✓	
Facilities (Capitol Projects)	12,007,000		12,007,000	38,534	✓	✓	
Transfer	50,000		50,000	-	✓	✓	
Fund Total	12,367,000		12,367,000				
Unemployment Fund							
Support Services	275,000		275,000	-	✓	✓	
Fund Total	275,000		275,000				
Total Appropriations	33,672,476		33,821,476				
Total Unappropriated Reserve	800,000	800,000					
Total Budget	34,472,476	34,621,476					

CHECKS OVER \$10,000					
FUND	NUMBER	CHECK DATE	NAME	DESCRIPTION	AMOUNT
100- GENERAL FUND	V50380	10/22/25	SHERIDAN ALL PREP	SAP SSF OCT '25	378,600.20
100- GENERAL FUND	V50363	10/06/25	PERS	PERS	168,892.63
100- GENERAL FUND	V50339	10/03/25	OEBB	OEBB	140,730.92
100- GENERAL FUND	V50420	10/24/25	INTERNAL REVENUE SERVICE	TAXES	135,473.65
403- CAPITAL PROJECTS	50371	10/07/25	PNW ENERGY GROUP LLC	LIGHTING FCS	122,107.00
100- GENERAL FUND	50400	10/22/25	MID COLUMBIA BUS CO INC	TRANSPORTATION	76,320.39
100- GENERAL FUND	V50421	10/24/25	OREGON DEPT OF REVENUE	TAXES	38,561.21
100- GENERAL FUND	V50447	10/29/25	HRA VEBA TRUST CONTRIBUTIONS	HRA BENEFIT	21,030.00
100- GENERAL FUND	50405	10/22/25	PORTLAND GENERAL ELECTRIC	UTILITIES	13,509.51
280- OTHER GRANTS	50343	10/03/25	CAMP LUTHERWOOD OREGON	OUTDOOR SCHOOL DEPOSIT	11,750.00

VENDORS WITH MONTHLY TOTAL OVER \$10,000	
SHERIDAN ALL PREP	378,600.20
PERS	171,870.60
OEBB	140,730.92
INTERNAL REVENUE SERVICE	135,532.22
PNW ENERGY GROUP LLC	122,107.00
MID COLUMBIA BUS CO INC	77,517.03
OREGON DEPT OF REVENUE	38,728.49
HRA VEBA TRUST CONTRIBUTIONS	21,030.00
SYSCO FOOD SERVICES OF PORTLAND	15,201.30
PORTLAND GENERAL ELECTRIC	13,742.33
CAMP LUTHERWOOD OREGON	11,750.00

Sheridan School District 48J
26-04 RESOLUTION
Appropriation Authority



WHEREAS, the District requests to establish Fund 257 COPS Grant for additional resources and expenditure authority.

NOW, THEREFORE BE IT RESOLVED THAT the district does hereby request to receive and appropriate the amount shown below for the 2025-2026 fiscal year.

<u>Resources</u>		<u>2025-26 Budget</u>
257-R4300	COPS Grant	500,000
Total Resource:		\$500,000

<u>Requirements</u>		
257.4150.618.000.470	COPS Grant - FCS Software	11,299
257.4150.620.000.470	COPS Grant - SHS Software	11,299
257.4150.618.000.541	COPS Grant - FCS Equipment	214,628
257.4150.620.000.541	COPS Grant - SHS Equipment	262,773
Total Requirement:		\$500,000

Samantha Bagby, Board Chair

Dorie Vickery, Superintendent

Date Resolution Adopted

SHS Student Board Rep. Application

The Sheridan School Board invites a total of two students from Sheridan High School with Junior or Senior status to provide student input and perspective at school board meetings. Students must be in good standing, both academically and with regards to attendance.

Sheridan School Board meetings are held at 6pm on the third Wednesday of each month.

Name: *

NeVaeh

What year are you in at SHS? *

☐ Junior

☒ Senior

Is your current attendance rate over 90%? *

☒ Yes

☐ No

What is your current GPA? *

- ☐ 3.51-4.0
- ☒ 3.01-3.5
- ☐ 2.51-3.0
- ☐ 2.5 or below

Why are you interested in serving as a student representative on the Sheridan School Board? *

it's good leadership experience and I want the high school students to have a voice on our board .

What are some of your interests outside of high school? *

Basketball, Mechanics, and Health care.

What are your plans for after high school? *

study healthcare or go into trades.

This form was created inside of Sheridan.k12.or.us.

Google Forms

CONTRACT MANAGEMENT SERVICES AGREEMENT
Bond Management Services Agreement Between
Sheridan School District and R & C Management Group

This Agreement is between the Sheridan School District, hereinafter “SSD or Owner” and R& C Management Group, hereinafter “Contractor” (and collectively the “Parties”).

The parties mutually agree as follows:

Term of Agreement. This Agreement shall become effective on the date it is signed by all parties and shall expire when the Contractor has completed performance or on June 30, 2029 whichever date occurs first. However, such expiration shall not extinguish or prejudice the SSD’s right to enforce this contract with respect to (a) breach of a Contractor warranty or (b) default or defect in the Contractor’s performance which has not been cured.

Scope of Work. Contractor shall perform the work described in the Proposal which is attached to this agreement and incorporated into this agreement by this reference.

Consideration. SSD agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$429,462 not including any allowable expenses, Per the attached Appendix B, R&C Management Group LLC fee proposal. R&C Management Group, LLC’s fee for services under this Agreement is based on the project schedule and scope of work identified in *Appendix B – R&C Management Group, LLC Fee Proposal*. The proposed fee assumes the schedule, sequencing, and overall scope of services align with what is outlined in Appendix B. In the event of any substantial changes to the project scope, duration, or sequencing that materially affect the level of effort required by R&C Management Group, LLC, the Parties agree to negotiate in good faith an equitable adjustment to the fee and/or schedule prior to proceeding with the revised scope of work.

Payment for Work. No payments shall be made until this Agreement is fully executed by both parties. Interim payments shall be made to Contractor following District’s review and approval of invoices submitted by Contractor. Contractor will send invoices, monthly, on work completed. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The District shall review the invoices and withhold payment to Contractor for any work deemed unacceptable by the District, until completed. District shall not arbitrarily withhold funds and agrees to work together in good faith with Contractor to resolve any disputes. Payment for work done does not necessarily constitute acceptance of the work. Contractor is responsible for providing appropriate documentation of wages for BOLI prevailing wage when necessary. A W-9 must be on file with the District.

STANDARD TERMS AND CONDITIONS

Legal Relationship with Contractor. SSD and the Contractor intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of an independent contractor. Contractor represents and warrant Contractor meets the independent contract standards in ORS 670.600. The Contractor shall complete a Determination of Independent Contractor form to certify their status as an independent contractor.

Contract Performance.

- A. Services. Contractor's performance of Services shall be as a professional consultant to Owner to carry out the project described in the Scope of Work - Appendix A ("Project") and to provide the technical documents and supervision to achieve SSD Project objectives.
- B. Subcontractors. Contractor shall provide a list of all subcontractors, which Contractor intends to utilize on the Project (the "Subcontractors"). This list shall include such information on the qualifications of the Subcontractors as may be requested by Owner. Owner reserves the right to review the Subcontractors proposed, and the Contractor shall not retain a Subcontractor to which Owner has a reasonable objection.
- C. Key Personnel. Contractor shall make available Key Personnel as identified in its Proposal. Contractor shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by SSD. If any Key Person becomes unavailable to Contractor, the Parties shall mutually agree upon an appropriate replacement. Contractor shall remove any individual or Subcontractor from the Project if so directed by SSD in writing following discussion with Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement.
- D. Contract Performance. Contractor shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

Subcontracts and Assignment. Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of SSD shall be void.

Termination. This Agreement may be terminated as follows unless otherwise specified herein:

- A. Mutual: SSD and Contractor may terminate this Agreement at any time by written agreement.
- B. SSD's Sole Discretion: SSD in its sole discretion may terminate this Agreement for any reason on seven (7) calendar days' written notice to Contractor. SSD shall pay Contractor for all work satisfactorily performed prior to the termination date.
- C. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. SSD shall pay Contractor for all work satisfactorily performed prior to the termination date.
- D. Allowed in Law: SSD may terminate this Agreement in the event Contractor breaches a provision of the public contracting code (ORS 279, 279A, 279B, and 279C), that allows for termination of the Agreement.

- E. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.

Access to Records. Each party shall have access to the books, documents and other records of the other party which are related to this Agreement for the purpose of examination, copying and audit unless otherwise limited by law. The Contractor shall maintain such books and records for a minimum three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

Confidentiality. No reports, information, and/or data to or prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party or when required by state or federal law. If requested, the Contractor agrees to execute and abide by the SSD's "Vendor Confidentiality Agreement" regarding student records. Contractor shall not access SSD's computer records or network without specific written permission from the Superintendent and under the supervision of an SSD employee.

Compliance with Applicable Laws. Contract shall comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be done under this contract. Owner's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279A.110 (Discrimination in subcontracting prohibited; remedies); ORS 279B.045 (Contractor warranty and covenant concerning tax law compliance). ORS 279C.505 (Conditions concerning payment, no liens, withholding, and employee drug testing), 279C.520 (Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits), and 279C.530 (Conditions concerning payment for medical care and providing workers' compensation), and ORS 279C.540 (Maximum Hours of labor on public contracts; holidays; exceptions; liability to workers; rules), which are hereby incorporated by reference. Contractor, the Subcontractors, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

Insurance. Unless otherwise specified in a solicitation document (if any), at all times while providing services under this Agreement Contractor shall maintain in force, at Contractor's expense the following insurance coverage:

- A. Workers Compensation. As required by ORS 656.017, subject employers shall provide Workers Compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor shall have this insurance unless exempt under ORS 656.027 or 656.126. Contractors that are statutory subject employers shall submit a certificate of insurance to SSD showing proof of coverage and shall carry limits of \$500,000 for Employers Liability under the workers compensation policy form. If Contractor is not a subject employer, does not have coverage, and claims to be exempt, Contractor shall complete a Workers' Compensation Exemption Certificate in lieu of providing the above certificate of insurance.
- B. Professional Liability/Errors & Omission ("E&O"). If Contractor is performing services that require a state license, certifications, and or specialized training, then Contractor shall maintain professional liability/E&O insurance coverage of at least \$1,000,000 for each claim, incident, or

occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two (2) years after this Agreement is completed or otherwise terminated according to its terms. If Contractor is performing services that do not require a state license, then Provider does not have to maintain professional liability/E&O insurance.

- C. Commercial General Liability. Contractor shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$2,000,000 for bodily/personal injury and property damage, with an annual aggregate \$3,000,000. Contractor's general liability insurance must include contractual liability insurance.
- D. Commercial Automobile Liability. Contractor shall maintain automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles .
- E. Certificate(s) of Insurance. This Agreement is not binding and the Contractor will not commence work until SSD receives certificate(s) of insurance (emailed from Contractor's insurance carrier(s) directly to SSD) demonstrating Contractor meets all of the insurance requirements in this Section of the Agreement. Each provider of certificate or policy holder shall provide there shall be no cancellations, termination, material change or reduction of limits of the insurance without prior written notice to SSD. For all general liability coverage, the certificate shall also provide an endorsement (a form No. CG 2010 (04/13) together with CG 2037 (04/13)) to this effect and name SSD, its agents, officers, Board of Directors and employees as additional insured with respect to Contractor's services provided under this Agreement.

Indemnity and Hold Harmless. CONTRACTOR agrees to indemnify, defend, and hold harmless the SSD and its officers, agents, Board of Directors and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents and employees, in performance of this contract. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, SSD agrees to indemnify, defend and hold harmless the CONTRACTOR and its officers, agents, and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of SSD and SSD'S officers, agents and employees, in performance of this contract that arise out of the sole negligence of SSD.

Licenses. At all times during the term of this Agreement Contractor represents it has any currently required licenses, certificates or other evidence of the necessary skills, abilities and professional knowledge needed to carry out the terms of this Agreement.

Criminal Background Checks and Drug Testing. The Contractor agrees to comply with the SSD policy regarding criminal background checks for all employees who will be providing services to the SSD. No unsupervised contact with students is permitted. Contractor has an employee drug testing program that complies with ORS 279C.505(2).

Security. Contractor agrees to abide by all SSD rules and regulations while on SSD property. Unsupervised access to students will require fingerprinting and a criminal record check as required by law. Contractor will be responsible for all costs associated with this requirement. If approved access to students is granted, all personnel shall be required to prominently display SSD issued identification while on SSD property. All property issues will remain the property of District and upon termination or expiration of this contract, Contractor will return all identification and other property to the District.

Confidentiality of Student Records. Contractor agrees to adhere to requirements of state and federal law to protect all personally identifiable information and to share information only with authorized representatives of the District. The Parties recognize the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information for at least five (5) years (34 CFR 99.67). Therefore, consistent with the requirement of FERPA, the Contractor will safeguard all records maintained by the Contractor and personally identifiable information obtained by the Contractor in the performance of this Agreement may not be re-disclosed to third parties without the permission of an authorized representative of the District or written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement. Copies of all records created by the Contractor that pertain to students will be provided to the District. If requested, the Contractor agrees to execute and abide by the District's "Vendor Confidentiality Agreement." Contractor granted access to SSD's network will be required to sign a "District Acceptable Use Policy."

When Work Is Performed On District Property Contractor Shall Comply With The Following:

- A. Identification Contractor shall carry photo identification and will present such identification upon request. Contractors that do not have specific uniforms for employees shall provide identification tags, as described above, and / or any other mechanism, SSD in its sole discretion determines is required to easily identify Contractors.
- B. Sign-In Required Contractors are required to sign in at the main office each day
- C. No Tobacco use of any kind is strictly prohibited on all District property.
- D. No Weapons or Firearms Except as provided by Oregon Statutes and SSD Policy, weapons and firearms are prohibited on District property.
- E. Clothing No suggestive clothing (drugs, alcohol, tobacco, racist, sexual, political, etc.) are permitted on SSD property

Hazardous Materials. Contractors shall notify District prior to using products containing hazardous chemical(s) to which District employees may be exposed. Products containing toxic substances and/or hazardous waste are those products defined by Oregon Revised Statutes, Chapter 465 and Chapter 366. Contractor shall supply Safety Data Sheets (SDS) OAR 437-002-0360.

Waiver, Severability. Waiver of any default or breach under this Agreement by SSD does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

Remedies. In case of Contractor's breach and in addition to the other provisions of this Agreement, SSD shall be entitled to any other available legal and equitable remedies. In case of SSD's breach, Contractor's remedy shall be limited to termination of this Agreement and receipt of payments to which Contractor is entitled.

Attorney Fees. The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall

nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Salem, Oregon area for the type of legal services performed.

Notices. All notices or demands of any kind required or desired to be given by SSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

Sheridan School District	R&C Management Group, LLC
Superintendent	Principal Partner / Sr. Program Manager
Dorie Vickery	Adam Cormack
435 South Bridge Street	4040 SE International Way
Sheridan, OR 97378	Portland, OR 97222
Phone: 971-261-6959	Phone: 503-260-2373

Governing Law. The provision of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in the appropriate court in the State of Oregon. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the District of Oregon. CONTRACTOR AGREES TO THE JURISDICTION OF THESE COURTS.

Merger Clause. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachments (s). All attachment(s) hereto together constitute the entire agreement between the Parties.

Force Majeure. Neither SSD nor Contractor shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than SSD.

Ownership of Work Product. Any and all goods and services developed for SSD pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of SSD. Contractor hereby irrevocably assigns to SSD all of its right, title and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to the work product including any and all rights of approval, restriction or limitation on use or modification.

If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants SSD a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. SSD shall have no rights in any pre-existing work product of Contractor provided to SSD by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for SSD use only.

If this Contract is terminated by either party or by default, the SSD, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports, or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

Representations. Contractor represents and warrants to SSD any and all work under this Agreement shall be performed with the skill and care used by members of the same profession performing similar services and practicing under similar circumstances at the same time and in the same locale. In addition, Contractor warrants employees assigned to perform service(s) under this Agreement will have the required qualifications and licenses to perform their normal professional duties. Upon request Contractor will provide SSD with additional information concerning Contractor's employees' qualifications and expertise to assist SSD in conforming with internal rules and policies. Contractor's employees will comply with all Federal and State rules and regulations.

Modification. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Responsibility of Taxes and Withholding. Contractor shall be responsible for all federal or state taxes applicable to compensation paid to Contractor under this Agreement. SSD will not withhold from such compensation any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers compensation benefits from compensation paid to Contractor under this Agreement.

Funding. This Agreement is subject to availability of appropriated funds. If payment for work under this Agreement extends into the SSD's next fiscal year, SSD's obligation to pay for work under this Agreement is subject to future budget appropriations. SSD reserves the right to adjust the work provided for in this Agreement or terminate this Agreement if there are insufficient or no appropriations to fund this Agreement. Agreements funded pursuant to a grant or grants are subject to the availability of grant funds.

Employee Removal. Contractor will immediately remove any Contractor's employee, agent or officer from all SSD facilities in cases where SSD determines, in its sole discretion, that removal of the employee, agent or officer is in SSD's best interest. Contractor shall provide timely notification to SSD once they become aware that an employee providing services to SSD has been arrested or charged with a crime listed in ORS 342.143, and remove said individual from SSD's premises until the issue is resolved.

(continued on next page)

I have read this Agreement. I certify I have the authority to sign and enter into this Agreement. I understand this Agreement and agree to be bound by its terms. Contractor further certifies that it is a corporation or has completed and submitted SSD Verification of Sole Proprietorship Status form.

THIS CONTRACT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED AND ALL INSURANCE CERTIFICATES HAVE BEEN RECEIVED

Signature

Dorie Vickery, Superintendent

Date

Sheridan School District

435 South Bridge Road

Sheridan, OR 97378

(971) 261-6959

dorie.vickery@sheridan.k12.or.us



Signature

Principal Partner

Title

10.23.2025

Date

Full Business Name: R&C Management Group LLC

Address: PO BOX 2931

City, State, Zip: CLACKAMAS OR 97015

(503) 455-4277 (Office)

Business Telephone: (503) 260-2373 (Adam's Cell)

Facsimile: n/a

Email: adam@randcmanagement.com

Federal Tax Identification Number ("TIN")

20-8928813

ATTACHMENT TO SEL 803

BALLOT TITLE

CAPTION:

BONDS FOR SAFETY, SECURITY, AND CAPITAL IMPROVEMENTS TO SCHOOL BUILDINGS

QUESTION:

Shall Sheridan School District issue up to \$6,000,000 in principal amount of bonds for improvements to school buildings?

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

SUMMARY:

The District has been awarded a \$6,000,000 State grant that will be available only if bonds are approved.

If approved, bonds would finance capital costs, expected to include:

- Safety & Security Improvements
 - Paging/clocks/intercom devices
 - Access control
 - Security cameras and systems
 - Exterior lighting
- Sheridan High School
 - Secured entry
 - Replace asbestos flooring
 - Roof repair and replacement
 - Update interior lighting
 - Interior updates
 - Paving and parking lot improvements and expansion
 - Exterior lighting
 - Update science lab

- Faulconer-Chapman School
 - HVAC System
- Faulconer-Chapman Old Gym
 - Update music classrooms, gym, locker rooms, bathrooms and storage areas
 - Roof restoration
- Site improvements, furnishings, equipment, bond issuance costs.

The District would establish a citizen oversight committee to ensure proceeds are used for purposes indicated.

Bonds may be issued in multiple series; each maturing within 25 years from issuance. The estimated annual tax rate would be \$0.80 per \$1,000 of assessed value. Actual levy rate may differ due to final interest rates and changes in assessed value.

Explanatory Statement

The Sheridan School District is proposing a \$6 million general obligation bond to finance safety, security and capital improvements to its educational facilities. Approval of this measure would also secure a \$6 million matching grant from the State of Oregon, resulting in \$12 million for school safety and facility upgrades.

Background

The District's previous school bond expired in 2023. There is no current bond levy rate on residents' property taxes for District bonds. A comprehensive facilities assessment was used to identify projects to be funded if measure passes. Projects are expected to include:

Planned Projects

Safety and Security Upgrades:

- Paging systems, clocks, and intercom devices.
- Access control mechanisms.
- Security cameras and systems.
- Exterior lighting.

Sheridan High School Upgrades:

- Secured entryway.
- Replace asbestos flooring.
- Repair and replace roofing.
- Interior lighting.
- Interior updates.
- Paving and parking.
- Exterior lighting.
- Science laboratory.

Faulconer-Chapman School Upgrades:

- HVAC system.

Faulconer-Chapman Old Gym Upgrades:

- Renovate music classrooms, gymnasium, locker rooms, bathrooms, and storage areas.
- Restore the roof.

Additional projects include site improvements, and the acquisition of furnishings and equipment. Bond proceeds may also cover issuance costs.

Financial Details

If approved, the bonds may be issued in multiple series, each maturing within 25 years from their issuance date. The estimated annual tax rate for this bond is \$0.80 per \$1,000 of assessed property value. However, the actual levy rate may differ depending on final interest rates and changes in assessed property values.

Oversight

District would establish a citizen oversight committee. This committee will monitor the expenditure of bond proceeds and project commitments.

Conclusion

Approval of this bond measure will allow the Sheridan School District to improve facilities and upgrade educational environments, safety and security.



Appendix B

September 22, 2025

Dr. Dorie Vickery
Sheridan School District
435 S Bridge St.
Sheridan, Oregon 97378

Re: Construction Management services for Sheridan School District 2025 CIP Bond Program & Project Management.

Dear Dorie:

R&C Management Group LLC. is providing this proposal letter as requested for Construction Management services for the subject project.

- I. Scope of Services: We propose to furnish our professional services which are described in the enclosed Exhibit A.
- II. Fee & Reimbursements: We propose the following fees for Construction Management Services: Recommended Services Described in Exhibit A.1, A.2, A3, A4, A5 attached. The lump sum fee for these services would be \$429,462
- III. Billing Method: Services will be billed on percent of completion monthly.
- IV. Continuity of Contract: It is understood that this contract is binding to successors and their executors, to either party in accordance with the items set forth in this agreement. We agree, however, not to assign, sublet, or transfer our interest in this agreement without your written
- V. Payment and Indemnification: See Exhibit B, which is made part of this agreement.
- VI. Additional Service Compensation: See Exhibit C, which is made part of this agreement.

If this proposal is acceptable, please return a signed copy. We cannot begin work without a signed agreement to serve as a notice to proceed. If there is any question regarding this agreement as outlined in this letter, we will be glad to discuss and make changes if necessary. We appreciate the opportunity to work with you and will endeavor to complete the scope of services as described.

Sincerely,
R&C Management Group LLC.

Adam Cormack
Principal Partner

ACCEPTED BY:

Signature

Name

Title

Date

Summary of All Exhibits

A.1	\$	-	Project Name: - District Wide - Repairs/Renovation 2026 (WP#1)
A.2	\$	146,230	Project Name: - Sheridan High School - Repairs/Renovations (WP#2)
A.3	\$	74,574	Project Name: - Faulconer-Chapman School - Addition/Repairs/Renovations (WP#3)
A.4	\$	146,230	Project Name: - Faulconer-Chapman School Old Gym - Repairs/Renovations (WP#4)
A.5	\$	62,428	Project Name: - Program Management Scopes
Total	\$	429,462	

** This fee proposal doesn't account for any potential 2028 projects, from any potential project budget savings. That scope will be addressed when the additional scopes of work are defined at that time.*



Sheridan School District
2025 CIP Bond
Project Name: - **District Wide - Repairs/Renovation 2026 (WP#1)**
R&C Management - Construction Management Fee Proposal

Scope of Services		Construction Management Overview	Project / Program Manager	Project Admin.	Budget Specialist	Client Requested No Scope (N/A)	Recommended	Rejected by Client	Total
		\$ 185.00	\$ 175.00	\$ 90.00	\$ 110.00				
1.0 Pre-Design / Miscellaneous Scope Phase									
A/E Procurement							x		\$ -
GCCM Procurement (CMGC RFP/RFFP)							x		\$ -
Define Scope							x		\$ -
Define / Establish / Build Budgets							x		\$ -
Build Key Dates schedule (Program)							x		\$ -
Build Project/Program schedules							x		\$ -
Establish/Review approved agreements							x		\$ -
Select/Coordinate Professional Services needed							x		\$ -
Draft Approved Agreements (8-10 Professional Services)							x		\$ -
Agreement coordination (Architect AIA)							x		\$ -
Lump Sum of the recommended 1.0 items above. (Assumes (1-2) persons, Assumes 4 hours per week for 8 weeks) August 1, 2025 - September 30, 2025		0	0	0	0		x		\$ -
1.0 Phase Subtotal		0	0	0	0				\$ -
2.0 Design Phase									
Schematic Design Phase									
Review Schematic Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Consultant coordination									\$ -
Land Use Consultant									\$ -
Survey / Soils Consultant									\$ -
HazMat Consultant									\$ -
Test / Balance / Commissioning Consultant									\$ -
Data / Technology Consultant									\$ -
Exterior Envelope Consultant									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Design Development Phase									\$ -
Review DD Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Construction Document Phase									
Review CD Design with Client & Architect									\$ -
Construction Document Review Coordination (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Meet with Client to review 75% complete documents									\$ -
Meet with Client to review 100% complete documents									\$ -
Permit Applications / Follow up w/ Jurisdiction									\$ -
Miscellaneous Coordination / Communications									\$ -
DD Design Meetings									\$ -
Lump Sum of the recommended 2.0 items above. (Assumes (1-2) persons, Assumes 4 hours per week for 25 weeks) October 1, 2025 - March 31, 2026		0	0	0			x		\$ -
2.0 Phase Subtotal		0	0	0	0				\$ -
3.0 Bid/Award Phase									
Prepare Bid Docs (Drawings/Specs/DIV1&2) - Coordination only									\$ -
Prepare Construction Schedule (Detailed)									\$ -
Prepare Budgets / Buy Out project w/ Sub-Contractors									\$ -
Agreement coordination (AIA 133 & 201)									\$ -
Complete sub-contractor agreements (Completed by GC)									\$ -
Miscellaneous Coordination / Communications									\$ -
Miscellaneous Coordination Meetings									\$ -

	Multiple Bid Packages Lump Sum of the recommended 3.0 items above. (Assumes (1-2) persons, Assumes 4 hours per week for 12 weeks) January 1, 2026 - March 31, 2026	0	0	0			x		\$	-
	3.0 Phase Subtotal	0	0	0	0				\$	-
4.0	Pre-Con / Construction Phase									
	Attend Pre-Construction Conference Meeting / Minutes								\$	-
	Review Submittals from Sub-Contractors								\$	-
	Review / Process RFI's								\$	-
	Manage Budget / Paid to date sub-contractors								\$	-
	Manage Schedule / 3 week look ahead								\$	-
	OAC Meetings								\$	-
	Submit / Review Progress Payment Requests / Change Orders								\$	-
	Site visits / Construction Admin (CA) for quality control								\$	-
	Manage Punch lists to Sub-Contractors								\$	-
	Miscellaneous Coordination / Communications								\$	-
	Miscellaneous Coordination Meetings								\$	-
	Attend Board Meetings as necessary, assume 5 each								\$	-
	Pre-Con / Construction Phase Lump Sum of the recommended 4.0 items above.(Assumes (1-2) persons, Assumes 6 hours per week for 11 weeks) April 1, 2026 - October 31, 2026	0	0	0	0		x		\$	-
	4.0 Phase Subtotal	0	0	0	0				\$	-
5.0	Warranty / Close out Phase									
	Coordinate/Review As-Built Drawings for Client/Architect								\$	-
	Coordinate/Review O&M's for Client/Architect								\$	-
	Closeout Paperwork Reviews								\$	-
	Lump Sum of the recommended 5.0 items above. (Assumes (1-2) persons, Assumes 1 hours per week for 16 weeks) November 1, 2026 - February 28, 2027		0	0			x		\$	-
	5.0 Phase Subtotal	0	0	0	0				\$	-
6.0	Reimbursable Expenses									
	Printing/Misc. Items (T&M)								\$	-
	Miles / Driving (T&M) (Assumes (2) persons, assumes 1 trip per week for (n/a weeks) @.55 Cents per mile)								\$	-
	Lump Sum of the recommended 6.0 items above.	0					x		\$	-
	6.0 Subtotal	0	0	0	0				\$	-
7.0	Lump Sum Monthly Proposal									
	Includes scopes items identified in Exhibit "A" Scope of Services narrative				0				\$	-
	Lump Sum of the recommended 7.0 items above.	0			0				\$	-
									\$	-
	7.0 Subtotal	0	0	0	0				\$	-
8.0	Amendments / Additional services									
	Amendment #1 (see signed amendment for breakdown)								\$	-
	Amendment #2 (see signed amendment for breakdown)				0				\$	-
	Amendment #3 (see signed amendment for breakdown)								\$	-
	Amendments / Additional services Subtotal	\$ -	\$ -	\$ -	\$ -				\$	-
TOTAL FEE									\$	-

Notes:

1. Assumptions, Renovation Projects (Contract Procurement TBD but this assumes traditional Design Bid Build).
2. **Scope Assumptions** are based on preliminary meetings with Sheridan SD. Project timelines from October 1, 2025 (Pre-Design) - December 31, 2026 (Final Closeout).
Scopes will be for project listed above.
3. **Budget Assumptions: \$TBD:** This is based on Sheridan SD CIP 2025 preliminary budgets.
4. Proposal assumes all services will be complete December 31, 2026. Services beyond that date will be billed at actual cost.



Sheridan School District
2025 CIP Bond
Project Name: - **Sheridan High School - Repairs/Renovations (WP#2)**
R&C Management - Construction Management Fee Proposal

Scope of Services		Construction Management Overview	Project / Program Manager	Project Admin.	Budget Specialist	Client Requested No Scope (N/A)	Recommended	Rejected by Client	Total
		\$ 185.00	\$ 175.00	\$ 90.00	\$ 110.00				
1.0 Pre-Design / Miscellaneous Scope Phase									
A/E Procurement							x		\$ -
GCCM Procurement (CMGC RFP/RFFP)							x		\$ -
Define Scope							x		\$ -
Define / Establish / Build Budgets							x		\$ -
Build Key Dates schedule (Program)							x		\$ -
Build Project/Program schedules							x		\$ -
Establish/Review approved agreements							x		\$ -
Select/Coordinate Professional Services needed							x		\$ -
Draft Approved Agreements (8-10 Professional Services)							x		\$ -
Agreement coordination (Architect AIA)							x		\$ -
Lump Sum of the recommended 1.0 items above. (Assumes (1-2) persons, Assumes 6 hours per week for 8 weeks) October 1, 2025 - November 30, 2025		4.8	48	12	12		x		\$ 11,688.00
1.0 Phase Subtotal		4.8	48	12	12				\$ 11,688.00
2.0 Design Phase									
Schematic Design Phase									
Review Schematic Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Consultant coordination									\$ -
Land Use Consultant									\$ -
Survey / Soils Consultant									\$ -
HazMat Consultant									\$ -
Test / Balance / Commissioning Consultant									\$ -
Data / Technology Consultant									\$ -
Exterior Envelope Consultant									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Design Development Phase									\$ -
Review DD Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Construction Document Phase									\$ -
Review CD Design with Client & Architect									\$ -
Construction Document Review Coordination (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Meet with Client to review 75% complete documents									\$ -
Meet with Client to review 100% complete documents									\$ -
Permit Applications / Follow up w/ Jurisdiction									\$ -
Miscellaneous Coordination / Communications									\$ -
DD Design Meetings									\$ -
Lump Sum of the recommended 2.0 items above. (Assumes (1-2) persons, Assumes 6 hours per week for 47 weeks) December 1, 2025 - November 1, 2026		56.4	282	70.5	28.2		x		\$ 69,231.00
2.0 Phase Subtotal		56.4	282	70.5	28.2				\$ 69,231.00
3.0 Bid/Award Phase									
Prepare Bid Docs (Drawings/Specs/DIV1&2) - Coordination only									\$ -
Prepare Construction Schedule (Detailed)									\$ -
Prepare Budgets / Buy Out project w/ Sub-Contractors									\$ -
Agreement coordination (AIA 133 & 201)									\$ -
Complete sub-contractor agreements (Completed by GC)									\$ -
Miscellaneous Coordination / Communications									\$ -
Miscellaneous Coordination Meetings									\$ -

Main Bid Package Lump Sum of the recommended 3.0 items above. (Assumes (1-2) persons, Assumes 4 hours per week for 12 weeks) November 2, 2026 - January 31, 2027		12	48	12	2.4		x		\$	11,964.00
3.0 Phase Subtotal		12	48	12	2.4				\$	11,964.00
4.0 Pre-Con / Construction Phase										
Attend Pre-Construction Conference Meeting / Minutes									\$	-
Review Submittals from Sub-Contractors									\$	-
Review / Process RFI's									\$	-
Manage Budget / Paid to date sub-contractors									\$	-
Manage Schedule / 3 week look ahead									\$	-
OAC Meetings									\$	-
Submit / Review Progress Payment Requests / Change Orders									\$	-
Site visits / Construction Admin (CA) for quality control									\$	-
Manage Punch lists to Sub-Contractors									\$	-
Miscellaneous Coordination / Communications									\$	-
Miscellaneous Coordination Meetings									\$	-
Attend Board Meetings as necessary, assume 5 each									\$	-
Pre-Con Lump Sum of the recommended 4.0 items above.(Assumes (1-2) persons, Assumes 4 hours per week for 17 weeks) February 1, 2027 - June 1, 2027		17	68	17	3.4		x		\$	16,949.00
Pre-Con / Construction Phase Lump Sum of the recommended 4.0 items above.(Assumes (1-2) persons, Assumes 8 hours per week for 13 weeks) June 2, 2027 - August 31, 2027		26	104	26	5.2		x		\$	25,922.00
4.0 Phase Subtotal		43	172	43	8.6				\$	42,871.00
5.0 Warranty / Close out Phase										
Coordinate/Review As-Built Drawings for Client/Architect									\$	-
Coordinate/Review O&M's for Client/Architect									\$	-
Closeout Paperwork Reviews									\$	-
Lump Sum of the recommended 5.0 items above. (Assumes (1-2) persons, Assumes 2 hours per week for 16 weeks) September 1, 2027 - December 31, 2027		8	32	8	1.6		x		\$	7,976.00
5.0 Phase Subtotal		8	32	8	1.6				\$	7,976.00
6.0 Reimbursable Expenses										
Printing/Misc. Items (T&M)									\$	-
Miles / Driving (T&M) (Assumes (2) persons, assumes 1 trip per week for (n/a weeks) @.55 Cents per mile)									\$	-
Lump Sum of the recommended 6.0 items above.		2500					x		\$	2,500.00
6.0 Subtotal		2500	0	0	0				\$	2,500.00
7.0 Lump Sum Monthly Proposal										
Includes scopes items identified in Exhibit "A" Scope of Services narrative					0				\$	-
Lump Sum of the recommended 7.0 items above.		0			0				\$	-
									\$	-
7.0 Subtotal		0	0	0	0				\$	-
8.0 Amendments / Additional services										
Amendment #1 (see signed amendment for breakdown)									\$	-
Amendment #2 (see signed amendment for breakdown)					0				\$	-
Amendment #3 (see signed amendment for breakdown)									\$	-
Amendments / Additional services Subtotal		\$ -	\$ -	\$ -	\$ -				\$	-
TOTAL FEE									\$	146,230

Notes:

- Assumptions, Renovation Projects (Contract Procurement TBD but this assumes traditional Design Bid Build).
- Scope Assumptions** are based on preliminary meetings with Sheridan SD. Project timelines from October 1, 2025 (Pre-Design) - December 31, 2027 (Final Closeout).
Scopes will be for project listed above.
- Budget Assumptions: \$TBD:** This is based on Sheridan SD CIP 2025 preliminary budgets.
- Proposal assumes all services will be complete December 31, 2027. Services beyond that date will be billed at actual cost.



Sheridan School District
2025 CIP Bond
Project Name: - **Faulconer-Chapman School - Addition/Repairs/Renovations (WP#3)**
R&C Management - Construction Management Fee Proposal

Scope of Services		Construction Management Overview	Project / Program Manager	Project Admin.	Budget Specialist	Client Requested No Scope (N/A)	Recommended	Rejected by Client	Total
		\$ 185.00	\$ 175.00	\$ 90.00	\$ 110.00				
1.0 Pre-Design / Miscellaneous Scope Phase									
A/E Procurement							x		\$ -
GCCM Procurement (CMGC RFP/RFFP)							x		\$ -
Define Scope							x		\$ -
Define / Establish / Build Budgets							x		\$ -
Build Key Dates schedule (Program)							x		\$ -
Build Project/Program schedules							x		\$ -
Establish/Review approved agreements							x		\$ -
Select/Coordinate Professional Services needed							x		\$ -
Draft Approved Agreements (8-10 Professional Services)							x		\$ -
Agreement coordination (Architect AIA)							x		\$ -
Lump Sum of the recommended 1.0 items above. (Assumes (1-2) persons, Assumes 5 hours per week for 8 weeks) October 1, 2025 - November 30, 2025		4	40	10	10		x		\$ 9,740.00
1.0 Phase Subtotal		4	40	10	10				\$ 9,740.00
2.0 Design Phase									
Schematic Design Phase									
Review Schematic Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Consultant coordination									\$ -
Land Use Consultant									\$ -
Survey / Soils Consultant									\$ -
HazMat Consultant									\$ -
Test / Balance / Commissioning Consultant									\$ -
Data / Technology Consultant									\$ -
Exterior Envelope Consultant									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Design Development Phase									\$ -
Review DD Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Construction Document Phase									\$ -
Review CD Design with Client & Architect									\$ -
Construction Document Review Coordination (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Meet with Client to review 75% complete documents									\$ -
Meet with Client to review 100% complete documents									\$ -
Permit Applications / Follow up w/ Jurisdiction									\$ -
Miscellaneous Coordination / Communications									\$ -
DD Design Meetings									\$ -
Lump Sum of the recommended 2.0 items above. (Assumes (1-2) persons, Assumes 2 hours per week for 47 weeks) December 1, 2025 - November 1, 2026		18.8	94	23.5	9.4		x		\$ 23,077.00
2.0 Phase Subtotal		18.8	94	23.5	9.4				\$ 23,077.00
3.0 Bid/Award Phase									
Prepare Bid Docs (Drawings/Specs/DIV1&2) - Coordination only									\$ -
Prepare Construction Schedule (Detailed)									\$ -
Prepare Budgets / Buy Out project w/ Sub-Contractors									\$ -
Agreement coordination (AIA 133 & 201)									\$ -
Complete sub-contractor agreements (Completed by GC)									\$ -
Miscellaneous Coordination / Communications									\$ -
Miscellaneous Coordination Meetings									\$ -

Main Bid Package Lump Sum of the recommended 3.0 items above. (Assumes (1-2) persons, Assumes 4 hours per week for 12 weeks) November 2, 2026 - January 31, 2027		12	48	12	2.4		x		\$	11,964.00
3.0 Phase Subtotal		12	48	12	2.4				\$	11,964.00
4.0 Pre-Con / Construction Phase										
Attend Pre-Construction Conference Meeting / Minutes									\$	-
Review Submittals from Sub-Contractors									\$	-
Review / Process RFI's									\$	-
Manage Budget / Paid to date sub-contractors									\$	-
Manage Schedule / 3 week look ahead									\$	-
OAC Meetings									\$	-
Submit / Review Progress Payment Requests / Change Orders									\$	-
Site visits / Construction Admin (CA) for quality control									\$	-
Manage Punch lists to Sub-Contractors									\$	-
Miscellaneous Coordination / Communications									\$	-
Miscellaneous Coordination Meetings									\$	-
Attend Board Meetings as necessary, assume 5 each									\$	-
Pre-Con Lump Sum of the recommended 4.0 items above.(Assumes (1-2) persons, Assumes 1.5 hours per week for 17 weeks) February 1, 2027 - June 1, 2027		6.375	25.5	6.375	1.275		x		\$	6,355.88
Pre-Con / Construction Phase Lump Sum of the recommended 4.0 items above.(Assumes (1-2) persons, Assumes 4 hours per week for 13 weeks) June 2, 2027 - August 31, 2027		13	52	13	2.6		x		\$	12,961.00
4.0 Phase Subtotal		19.375	77.5	19.375	3.875				\$	19,316.88
5.0 Warranty / Close out Phase										
Coordinate/Review As-Built Drawings for Client/Architect									\$	-
Coordinate/Review O&M's for Client/Architect									\$	-
Closeout Paperwork Reviews									\$	-
Lump Sum of the recommended 5.0 items above. (Assumes (1-2) persons, Assumes 2 hours per week for 16 weeks) September 1, 2027 - December 31, 2027		8	32	8	1.6		x		\$	7,976.00
5.0 Phase Subtotal		8	32	8	1.6				\$	7,976.00
6.0 Reimbursable Expenses										
Printing/Misc. Items (T&M)									\$	-
Miles / Driving (T&M) (Assumes (2) persons, assumes 1 trip per week for (n/a weeks) @.55 Cents per mile)									\$	-
Lump Sum of the recommended 6.0 items above.		2500					x		\$	2,500.00
6.0 Subtotal		2500	0	0	0				\$	2,500.00
7.0 Lump Sum Monthly Proposal										
Includes scopes items identified in Exhibit "A" Scope of Services narrative					0				\$	-
Lump Sum of the recommended 7.0 items above.		0			0				\$	-
									\$	-
7.0 Subtotal		0	0	0	0				\$	-
8.0 Amendments / Additional services										
Amendment #1 (see signed amendment for breakdown)									\$	-
Amendment #2 (see signed amendment for breakdown)					0				\$	-
Amendment #3 (see signed amendment for breakdown)									\$	-
Amendments / Additional services Subtotal		\$ -	\$ -	\$ -	\$ -				\$	-
TOTAL FEE									\$	74,574

Notes:

- Assumptions, Renovation Projects (Contract Procurement TBD but this assumes traditional Design Bid Build).
- Scope Assumptions** are based on preliminary meetings with Sheridan SD. Project timelines from October 1, 2025 (Pre-Design) - December 31, 2027 (Final Closeout).
Scopes will be for project listed above.
- Budget Assumptions: \$TBD:** This is based on Sheridan SD CIP 2025 preliminary budgets.
- Proposal assumes all services will be complete December 31, 2027. Services beyond that date will be billed at actual cost.



Sheridan School District
2025 CIP Bond
Project Name: - **Faulconer-Chapman School Old Gym - Repairs/Renovations (WP#4)**
R&C Management - Construction Management Fee Proposal

Scope of Services		Construction Management Overview	Project / Program Manager	Project Admin.	Budget Specialist	Client Requested No Scope (N/A)	Recommended	Rejected by Client	Total
		\$ 185.00	\$ 175.00	\$ 90.00	\$ 110.00				
1.0 Pre-Design / Miscellaneous Scope Phase									
A/E Procurement							x		\$ -
GCCM Procurement (CMGC RFP/RFFP)							x		\$ -
Define Scope							x		\$ -
Define / Establish / Build Budgets							x		\$ -
Build Key Dates schedule (Program)							x		\$ -
Build Project/Program schedules							x		\$ -
Establish/Review approved agreements							x		\$ -
Select/Coordinate Professional Services needed							x		\$ -
Draft Approved Agreements (8-10 Professional Services)							x		\$ -
Agreement coordination (Architect AIA)							x		\$ -
Lump Sum of the recommended 1.0 items above. (Assumes (1-2) persons, Assumes 6 hours per week for 8 weeks) October 1, 2025 - November 30, 2025		4.8	48	12	12		x		\$ 11,688.00
1.0 Phase Subtotal		4.8	48	12	12				\$ 11,688.00
2.0 Design Phase									
Schematic Design Phase									
Review Schematic Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Consultant coordination									\$ -
Land Use Consultant									\$ -
Survey / Soils Consultant									\$ -
HazMat Consultant									\$ -
Test / Balance / Commissioning Consultant									\$ -
Data / Technology Consultant									\$ -
Exterior Envelope Consultant									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Design Development Phase									\$ -
Review DD Design with Client & Architect									\$ -
Construction Document Review (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Project Management - Schedule									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Miscellaneous Coordination / Communications									\$ -
SD Design Meetings									\$ -
Construction Document Phase									
Review CD Design with Client & Architect									\$ -
Construction Document Review Coordination (CDR)									\$ -
Coordinate Cost Estimate Budget									\$ -
Meet with Client to review 50% complete documents									\$ -
Review cost estimate									\$ -
Meet with Client to review 75% complete documents									\$ -
Meet with Client to review 100% complete documents									\$ -
Permit Applications / Follow up w/ Jurisdiction									\$ -
Miscellaneous Coordination / Communications									\$ -
DD Design Meetings									\$ -
Lump Sum of the recommended 2.0 items above. (Assumes (1-2) persons, Assumes 6 hours per week for 47 weeks) December 1, 2025 - November 1, 2026		56.4	282	70.5	28.2		x		\$ 69,231.00
2.0 Phase Subtotal		56.4	282	70.5	28.2				\$ 69,231.00
3.0 Bid/Award Phase									
Prepare Bid Docs (Drawings/Specs/DIV1&2) - Coordination only									\$ -
Prepare Construction Schedule (Detailed)									\$ -
Prepare Budgets / Buy Out project w/ Sub-Contractors									\$ -
Agreement coordination (AIA 133 & 201)									\$ -
Complete sub-contractor agreements (Completed by GC)									\$ -
Miscellaneous Coordination / Communications									\$ -
Miscellaneous Coordination Meetings									\$ -

Main Bid Package Lump Sum of the recommended 3.0 items above. (Assumes (1-2) persons, Assumes 4 hours per week for 12 weeks) November 2, 2026 - January 31, 2027		12	48	12	2.4		x		\$	11,964.00
3.0 Phase Subtotal		12	48	12	2.4				\$	11,964.00
4.0 Pre-Con / Construction Phase										
Attend Pre-Construction Conference Meeting / Minutes									\$	-
Review Submittals from Sub-Contractors									\$	-
Review / Process RFI's									\$	-
Manage Budget / Paid to date sub-contractors									\$	-
Manage Schedule / 3 week look ahead									\$	-
OAC Meetings									\$	-
Submit / Review Progress Payment Requests / Change Orders									\$	-
Site visits / Construction Admin (CA) for quality control									\$	-
Manage Punch lists to Sub-Contractors									\$	-
Miscellaneous Coordination / Communications									\$	-
Miscellaneous Coordination Meetings									\$	-
Attend Board Meetings as necessary, assume 5 each									\$	-
Pre-Con Lump Sum of the recommended 4.0 items above.(Assumes (1-2) persons, Assumes 4 hours per week for 17 weeks) February 1, 2027 - June 1, 2027		17	68	17	3.4		x		\$	16,949.00
Pre-Con / Construction Phase Lump Sum of the recommended 4.0 items above.(Assumes (1-2) persons, Assumes 8 hours per week for 13 weeks) June 2, 2027 - August 31, 2027		26	104	26	5.2		x		\$	25,922.00
4.0 Phase Subtotal		43	172	43	8.6				\$	42,871.00
5.0 Warranty / Close out Phase										
Coordinate/Review As-Built Drawings for Client/Architect									\$	-
Coordinate/Review O&M's for Client/Architect									\$	-
Closeout Paperwork Reviews									\$	-
Lump Sum of the recommended 5.0 items above. (Assumes (1-2) persons, Assumes 2 hours per week for 16 weeks) September 1, 2027 - December 31, 2027		8	32	8	1.6		x		\$	7,976.00
5.0 Phase Subtotal		8	32	8	1.6				\$	7,976.00
6.0 Reimbursable Expenses										
Printing/Misc. Items (T&M)									\$	-
Miles / Driving (T&M) (Assumes (2) persons, assumes 1 trip per week for (n/a weeks) @.55 Cents per mile)									\$	-
Lump Sum of the recommended 6.0 items above.		2500					x		\$	2,500.00
6.0 Subtotal		2500	0	0	0				\$	2,500.00
7.0 Lump Sum Monthly Proposal										
Includes scopes items identified in Exhibit "A" Scope of Services narrative					0				\$	-
Lump Sum of the recommended 7.0 items above.		0			0				\$	-
									\$	-
7.0 Subtotal		0	0	0	0				\$	-
8.0 Amendments / Additional services										
Amendment #1 (see signed amendment for breakdown)									\$	-
Amendment #2 (see signed amendment for breakdown)					0				\$	-
Amendment #3 (see signed amendment for breakdown)									\$	-
Amendments / Additional services Subtotal		\$ -	\$ -	\$ -	\$ -				\$	-
TOTAL FEE									\$	146,230

Notes:

- Assumptions, Renovation Projects (Contract Procurement TBD but this assumes traditional Design Bid Build).
- Scope Assumptions** are based on preliminary meetings with Sheridan SD. Project timelines from October 1, 2025 (Pre-Design) - December 31, 2027 (Final Closeout).
Scopes will be for project listed above.
- Budget Assumptions: \$TBD:** This is based on Sheridan SD CIP 2025 preliminary budgets.
- Proposal assumes all services will be complete December 31, 2027. Services beyond that date will be billed at actual cost.



Sheridan School District
2024 CIP Bond
Project Name: - Program Management Scopes
R&C Management - Construction Management Fee Proposal

Scope of Services		Construction Management Overview	Project / Program Manager	Project Admin.	Project Admin. / Budget Specialist	Client Requested No Scope (N/A)	Recommended	Rejected by Client	Total
		\$ 185.00	\$ 175.00	\$ 90.00	\$ 110.00				
1.0	Pre-Design / Miscellaneous / Program Management Scope Phase								
	A/E Procurement						x		In Lump Sum
	CMGC Procurement (CMGC RFP/RFFP)								In Lump Sum
	Develop Management Plan						x		In Lump Sum
	Define Program Scope						x		In Lump Sum
	Develop / Establish / Build project & program Budgets						x		In Lump Sum
	Manage / Establish / Build project & program Budgets in lump sum						x		In Lump Sum
	Reconcile project & program Budgets (Monthly/Qtr.) in lump sum						x		In Lump Sum
	Review/Approve project & program invoices in lump sum						x		In Lump Sum
	Build Key Dates schedule (Program)						x		In Lump Sum
	Build Program schedules						x		In Lump Sum
	Manage Program schedules in lump sum						x		In Lump Sum
	Establish/Review approved agreements (GC/Prof./Arch)						x		In Lump Sum
	Select/Coordinate Professional Services needed						x		In Lump Sum
	Draft Approved Agreements (8-10 Professional Services) in lump sum						x		In Lump Sum
	Agreement coordination (Architect AIA) in lump sum						x		In Lump Sum
	BOC Meetings / Coordination in lump sum						x		In Lump Sum
	Board Meetings / Prep / Etc. in lump sum						x		In Lump Sum
	Manage Energy Incentives / Grants in lump sum						x		In Lump Sum
	Misc. Program Items (non Project)						x		In Lump Sum
	Lump Sum of the recommended 1.0 items above: Program Understanding/Startup/Pre-Design efforts in Phase 1: As noted above all Pre-Design/Programming efforts would be a lump sum fee amount of \$22,294. This was a Lump Sum fee amount that was included in our Statement Of Qualifications (See Exhibi D)						x		\$ 22,294.00
	Assumes 3 hours per week for 115 weeks (Budget Specialist 2 Hours, Management Overview 5% of that time & Project/Program Manager 10% of that time) July 1, 2024 - December 31, 2026	17.25	34.5	34.5	230		x		\$ 37,633.75
	1.0 Phase Subtotal	17.25	34.5	34.5	230				\$ 59,927.75
2.0	Design Phase								
	Lump Sum of the recommended 2.0 items above.	0	0	0	0		x		\$ -
	2.0 Phase Subtotal	0	0	0	0				\$ -
3.0	Bid/Award Phase								
	3.0 Phase Subtotal	0	0	0	0				\$ -
4.0	Pre-Con / Construction Phase								
	4.0 Phase Subtotal	0	0	0	0				\$ -
5.0	Warranty / Close out Phase								
	5.0 Phase Subtotal	0	0	0	0				\$ -
6.0	Reimbursable Expenses								
	Printing/Misc. Items (T&M)								\$ -
	Miles / Driving (T&M) (Assumes (2) persons, assumes 1 trip per week for (n/a weeks) @.55 Cents per mile)								\$ -
	Lump Sum of the recommended 6.0 items above.	2500					x		\$ 2,500.00
	6.0 Subtotal	2500	0	0	0				\$ 2,500.00
7.0	Lump Sum Monthly Proposal								
	Lump Sum of the recommended 7.0 items above.	0							\$ -
	7.0 Subtotal	0	0	0	0				\$ -
8.0	Amendments / Additional services								
	Amendments / Additional services Subtotal	\$ -	\$ -	\$ -	\$ -				\$ -
	TOTAL FEE								\$ 62,428

Notes:

1.
2.
3.
4.

EXHIBIT B

1/1/2025

INVOICES

Payment is due within 30 days of the invoice date, unless otherwise stated in this proposal. Invoices not paid within 30 days will be charged interest at the rate of 1% per month. We reserve the right to suspend work on any project with invoices that remain unpaid after 90 days.

EXHIBIT C

ADDITIONAL SERVICES COMPENSATION

For Additional Services R&C Management Group, LLC shall be compensated as follows:

- a. Personnel assigned to the Program will be billed to the Owner for time spent at the following hourly billing rates:

<u>POSITION</u>	<u>2025</u>
1) Management Overview / Program Director	\$185.00
2) Program Manager / Sr. Project Manager	\$175.00
3) Project Manager	\$155.00
4) Assistant Project Manager	\$115.50
5) Senior Cost Analyst	\$168.00
6) Senior Scheduler	\$168.00
7) Administrative in R&C Office	\$90.00
8) Administrative in Owner-Furnished Office	\$90.00
9) Budget Specialist	\$110.00
10) Communications Specialist	\$110.00

For succeeding years of Services after 2025, the hourly rates shall be escalated at the annual Portland area cost-of-living index rate for the prior year, affective January 1st of each year.

Reimbursable Expenses will be billed as specified in the Agreement.

Reimbursable Expenses include but are not limited to:

- 1) Transportation and living expenses when traveling in connection with the Project.
- 2) Telecommunications made in connection with the Project.
- 3) Reproduction, handling, postage, and shipping of Project related documents and materials.
- 4) Electronic data processing time, service and equipment rental.
- 5) On-site office expenses including telephones, utilities, furniture, equipment and supplies.

9: Fee Structure & Compensation

The RFP and ballot language outline scopes of work at two schools across the district. To facilitate management, we have provided a preliminary cost estimate within a range to support the CIP efforts. R&C recommends that once the work packages, scopes, timelines, and requirements are clearly defined, a detailed fee proposal be submitted at that time based on the attached information. The proposed fee is presented as a range as R&C needs to better understand the work packages as outlined below.

The first 90 days would be defined as the program understanding phase, pre-design/programming phase, and establishes a solid foundation for the bond to achieve success. Although some of these items have been defined during the pre-bond phase and defined in the RFP, through your great leadership, these will need to be solidified. The pre-design/programming phase will include, but not limited to development and validation of program and project budgets, development and validation of program and project schedules, procurement of Architectural/Engineering services, procurement of professional services, development of management plan that would address communications, project work plans, cost management, quality assurance / quality control measures, contractor procurement strategies.

With this information we are able to offer a firm proposal for the program understanding phase, pre-design/programming phase, however without better defined scope, duration, and packaging of projects. At this time, supplying proposals for the projects would be an estimate rather than a proposal. **We suggest that the district consider an agreement that will allow the Pre-design/programming phase of the work to be completed. We estimate this will be completed over 90 days after the notice of intent to award is issued. At that time, pricing for the remaining projects can be developed.**

Our fee noted below includes all services needed to complete the programming phase and includes all basic services normally associated with a full-service CM firm. R&C Management knows, however, that other unforeseeable issues, meetings, and products will be necessary throughout the course of your work. R&C Management's breadth of experience allows us to anticipate these potentials and to propose a lump sum fee that is all inclusive. We are proud to say, WE NEVER ASK FOR ADDITIONAL COMPENSATION FOR OUR CLIENT'S PROJECTS. We propose a fee and stick with it through to the end.

We propose performing all the identified work in-house and do not propose the use of any sub-consultants. As stated previously, the experience of our staff in respect to all aspects of the stated scope of services, already exists within R&C Management.

Program Understanding/Startup/Pre-Design efforts in Phase 1:
As noted above all Pre-Design/Programming efforts would be a **lump sum fee amount of \$22,294.**

Design, Construction, Closeout Phases 2-4:
We anticipate with assumptions that the fee would **Range from: \$227,023; Completing ALL design, construction, closeout scopes of work by end of 2026 to a fee Ranging to \$412,533;** where ALL design, construction, closeout scopes of work would go through the end of 2027.

*** R&C Management Group will provide the same high quality CM support services for both range #1 and range #2, noted above. Range #2 just has a much longer duration of CM support services.**
*** Once the actual project work packages and timelines are finalized in the first 90-days, this is just a fee range.**

R&C Management Group – Standard Hourly Billing Rates

POSITION	2025
1) Partner / Program Manager	\$185.00
2) Senior Project Manager	\$175.00
3) Project Manager	\$155.00
4) Budget Specialist	\$110.00
5) Communication Specialist	\$110.00
6) PM/Administrative Support	\$ 90.00

The billing rates noted above are fixed for the duration of the scopes defined in the RFP. Any additional scopes added are subject to the annual rate, reflecting an annual revision of 3% increase per year, effective January 1st of each year, or at a mutually agreed upon rate.

In addition to this base fee, we anticipate reimbursable expenses in the range of \$10,000. Reimbursable expenses, which will include a 10% mark-up: specialized software (if needed), printing, excess insurance, mileage (IRS allowable rate)

Sheridan School District 48J

Proposed Policy

Code: BDC – AR

Executive Sessions - News Media

Currently Recognized News Media Organizations. The following entities are recognized as news media organizations eligible to attend executive sessions because they have an established history of meeting the requirements of this regulation:

List entities currently recognized by the district:

Bulletin Board

McMinnville News Register

No other entity shall be permitted to attend an executive session unless it is recognized through the process described below.

1. Recognition of Other News Media Organizations

a. The following entities are recognized as news media organizations eligible to attend executive sessions:¹

- (1) A general or associate member newspaper of the Oregon Newspaper Publishers Association, a broadcast member of the Oregon Association of Broadcasters or a member of the Associated Press; or
- (2) A newspaper that the district uses for publication of public notices and that meets the requirements of ORS 193.020; or
- (3) An entity recognized by the district as being a news source that:
 - (a) Is organized and operated to regularly and continuously publish, broadcast, transmit via the Internet or otherwise disseminate news to the public, and that regularly reports on activities of the district or matters of the nature under consideration by the district; and
 - (b) Is determined by the district to be a business entity that is institutionalized and that is committed to, and is structured to support, the terms of ORS 192.660(4).³

¹ School/district sponsored media groups comprised of members of the student body under the direction of a student media advisor are not within the definition of “media organization” as contemplated by this regulation.

² For the purposes of this regulation, “institutionalized” means long-established or well-established.

³ ORS 192.660(4). Representatives of the news media shall be allowed to attend executive sessions other than those held under Subsection (2)(d) of this section relating to labor negotiations or executive session held pursuant to ORS 332.061(2) but the governing body may require that specified information be undisclosed.

In making this determination, the district may consider and weigh any factors that it deems to be relevant, including, without limitation, the existence of any of the following factors:

- i The entity has multiple personnel with defined roles within its organizational structure;
- ii The names of news-reporting personnel, and responsible entity management personnel, together with addresses and contact telephone numbers, are readily available;
- iii The entity has an available process for correcting errors, including violations of executive session statutes, by a person with authority to take corrective measures.

It shall be the entity's burden to persuade the district by substantial evidence that it should be recognized as a news media organization meeting the criteria in Section 1.a. of this regulation. Such evidence must be submitted five working days in advance of the next regularly scheduled Board meeting prior to the first executive session that the entity desires to attend. The Board shall make a determination within five at the next regularly scheduled Board meeting of receiving the evidence submitted by the entity. The Board may elect to forgo this procedure in cases where the Board, in its sole discretion, determines that it can immediately recognize that an entity qualifies under this procedure, or in cases where the Board, in its sole discretion, determines that other good cause exists for making an expedited determination. A determination that the entity is not recognized shall be based upon written findings addressing the criteria in Section 1.a.

2. Attendance at Executive Sessions

Representatives of news media organizations recognized under the criteria established by this regulation shall be allowed to attend executive sessions, except as described in ORS 192.660(4) and 192.660(5), pursuant to the following process:

- a. The representative must provide substantial evidence persuading the district, that they are a news reporter for the recognized news media organization. In making its determination whether to recognize the person as a representative of the news media organization, the district shall require:
 - 1) A press badge or identification issued by the recognized news media organization, plus proof of identity (such as a driver's license); or
 - 2) A recently published news article in the recognized news media organization publication or broadcast, with the person's byline, or a masthead showing the person's name as a member of the news gathering staff of the news media organization, plus proof of identity; or
 - 3) A letter on letterhead from an editor of the recognized news media organization in which the editor states that the reporter is covering the meeting for the news media organization, plus proof of identity.
- b. Representatives of the news media are not permitted to attend executive sessions involving deliberations with persons designated to carry on labor negotiations. ORS 192.660(4). If the executive session is being held for the purpose of conferring with counsel about current litigation or litigation likely to be filed, the Board shall exclude any member of the news media from attending if the member is a party to the litigation to be discussed or is an employee, agent or contractor of a news media organization that is a party to the litigation. ORS 192.660(5);
- c. The Board may require that a request to attend an executive session be made in writing on a

form provided by the district. The form shall require disclosure of the person's name, and the entity for which he or she is a news reporter, and shall require submission of evidence described in Subsections 2.a.(1), (2) or (3) of this regulation. The form shall also include a signature line whereby the person certifies that they are gathering news for a recognized news media organization, that the information given is true and that they agree to comply with ORS 192.660(4);

- d. The Board may consider any relevant evidence provided or gathered in making its decision as to whether a person shall be recognized as a representative of a recognized news media organization.

3. Recording Devices and AI Prohibited

Cameras, tape recorders, other recording devices and use of AI shall not be used in executive sessions, except for the official executive session tapes made by district staff.

4. Exclusion Based on a Direct Personal Interest

A representative of a news media organization that has a direct personal interest in the subject of the executive session that would frustrate the purpose of the executive session may be barred from attending.

Sheridan School District 48J

Code: JECB
Adopted: 12/13/06
Revised/Readopted: 12/14/11; 4/16/14; 5/21/14; 12/17/14;
8/19/15; 10/16/19; 11/17/21
Orig. Code: JECB

Admission of Nonresident Student

The district may enroll nonresident students as follows:

1. **Interdistrict Transfer Agreement.** By written consent of the affected school boards, the student becomes a resident student of the attending district thereby allowing the attending district to receive State School Fund moneys;
2. **Tuition Paying Student.** By admitting nonresident student with tuition, whereby neither affected districts are eligible for State School Fund moneys;
3. **Court Placement.** If a juvenile court determines it is in the student's best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

The Board shall deny regular school admission to nonresident students who are under expulsion from another district for a weapons policy violation. They may, based on district criteria, deny regular school, or alternative education program admission to nonresident students who are under expulsion from another district for reasons other than a weapons policy violation.

Consent for Admission of a Nonresident Student by Interdistrict Transfer or Consent for Admission of a Tuition Paying Student

Annually, by May 1, the Board shall establish the number of student transfer requests into the district, and out of the district, to which consent will be given for the upcoming school year.

The Board may not consider nor ask for any information from the student about race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, health, whether a student has an individualized education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability, or academic records. The Board may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

The Board may only ask for the student's name, contact information, date of birth, grade level, whether the student may be given priority on consent for admission (see the following paragraph for priorities), information about which schools the student prefers to attend, and whether the student is currently expelled.

If the number of students seeking consent exceeds the number of spaces, the Board will use an equitable lottery selection process. The process may give priority to students who have siblings currently enrolled in the district; who previously received consent for admission because of a change in legal residence; or who attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school, and did not enroll and attend school in another district following completion of that highest grade in the public charter school.

The Board may revise the maximum number of students to whom consent will be given at a time other than the annual date established by the Board if there are no pending applications for consent.

If the Board decides not to give consent to a student the Board must provide a written explanation to the student.

The district may require minimum standards of behavior and/or attendance once the student has been accepted. The minimum standards must be the same for all students that are given consent. The district is not allowed to establish minimum standards for academics as a criteria for the student to remain in the district. Students whose consent is revoked for violation of set attendance and/or behavior standards will not be allowed to apply for consent to return to this district in the same or the following school year.

The Board may determine the length of time the consent is given. Any limitations in length of time must be applied consistently among all students to whom consent is given.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

The attending district is responsible for a free appropriate public education for those students on an IEP.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)
[ORS 327.006](#)
[ORS 329.485](#)
[ORS 335.090](#)

[ORS 339.115 - 339.133](#)
[ORS 339.141](#)
[ORS 339.250](#)
[ORS 343.221](#)

[ORS 433.267](#)
[OAR 581-021-001](#)

Sheridan School District 48J

Code: JECB

Adopted: 12/13/06

Revised/Readopted: 12/14/11; 4/16/14; 5/21/14; 12/17/14;
8/19/15; 10/16/19; 11/17/21

Orig. Code: JECB

Admission of Nonresident Student

The district may enroll nonresident students as follows:

1. Interdistrict Transfer Agreement. By written consent of the affected school boards, the student becomes a resident student of the attending district thereby allowing the attending district to receive State School Fund moneys;
2. Tuition Paying Student. By admitting nonresident student with tuition, whereby neither affected districts are eligible for State School Fund moneys;
3. Court Placement. If a juvenile court determines it is in the student's best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

The Board shall deny regular school admission to nonresident students who are under expulsion from another district for a weapons policy violation. They may, based on district criteria, deny regular school, or alternative education program admission to nonresident students who are under expulsion from another district for reasons other than a weapons policy violation.

Consent for Admission of a Nonresident Student by Interdistrict Transfer or Consent for Admission of a Tuition Paying Student

Annually, by June 30, the Board may establish the number of student transfer requests into the district, and out of the district, to which consent will be given for the upcoming school year.¹

The Board may not consider nor ask for any information from the student about race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, health, whether a student has an individualized education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability, or academic records. The Board may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

The Board may only ask for the student's name, contact information, date of birth, grade level, whether the student may be given priority on consent for admission (see the following paragraph for priorities), information about which schools the student prefers to attend, and whether the student is currently expelled.

¹ To be applied in case of a significant increase or decrease in enrollment.

If the number of students seeking consent exceeds the number of spaces, the Board will use an equitable lottery selection process. The process may give priority to students who have siblings currently enrolled in the district; who previously received consent for admission because of a change in legal residence; or who attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school, and did not enroll and attend school in another district following completion of that highest grade in the public charter school.

The Board may revise the maximum number of students to whom consent will be given at a time other than the annual date established by the Board if there are no pending applications for consent.

If the Board decides not to give consent to a student the Board must provide a written explanation to the student.

The district may require minimum standards of behavior and/or attendance once the student has been accepted. The minimum standards must be the same for all students that are given consent. The district is not allowed to establish minimum standards for academics as a criteria for the student to remain in the district. **Students whose consent is revoked for violation of set attendance and/or behavior standards will not be allowed to apply for consent to return to this district in the same school year. The decision of the superintendent to revoke a transfer request is final and may not be appealed to the Board.**

The Board may determine the length of time the consent is given. Any limitations in length of time must be applied consistently among all students to whom consent is given.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

The attending district is responsible for a free appropriate public education for those students on an IEP.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#) [ORS 327.006](#) [ORS 339.141](#)
[329.485](#) [ORS 335.090](#) [ORS 339.250](#)
[ORS 339.115 - 339.133](#) [ORS 343.221](#)

[ORS 433.267](#)
[OAR 581-021-00](#)

Sheridan School District 48J

Code: JECB-AR
Revised/Reviewed: 12/14/11; 5/21/14; 8/16/17;
12/18/19

Admission of Nonresident Students

By January 15 of each year, the principals will establish an approximate number of nonresident students their respective buildings can accommodate for the following school year.

Nonresident students may only be admitted with tuition, with the exception of students who become “resident pupils” by one of the following methods:

1. By written consent of affected school boards (interdistrict transfer);
2. A foreign exchange student attending a district school on a J-1 Visa; or
3. A court placement.

The amount of tuition will be established by [July 1] of each year. Each admitted tuition paying student will be charged the same amount of tuition.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

[A written appeal for a denied request may be made to the Board whose decision, based upon review, will be final.]

Consent for Admission of a Nonresident Student by Interdistrict Transfer

1. The Board shall establish the number of student transfer requests into the district, to which consent will be given for the upcoming school year, by April 1 of each year.
2. The application for admission must go through the superintendent’s office.
3. Admission and annual renewal must be approved by the superintendent.
4. Students receiving consent for admission may remain in the district for the school year until graduation¹. The student will not need to seek permission more than once from the same district of origin, to transfer to this district.

¹ The receiving district determines the length of time granted for a student of an interdistrict transfer by mutual agreement. The length of time determined by the receiving district must be applied the same for all students receiving consent by mutual agreement. The bracketed language represents only examples the district may consider. The district may insert whatever length of time they decide.

Consent for Admission of a Tuition-Paying Student

1. The application for admission must go through the superintendent's office.
2. Admission and annual renewal must be approved by the superintendent.
3. Admission of students paying tuition will result in a tuition agreement between the parties and will be filed with the business office for billing and payment control.
4. The business manager shall prepare semester bills for all tuition paying students, and any student whose tuition remains unpaid 15 days after presentation of bills shall be excluded; the superintendent may grant additional time for payment should circumstances warrant it.
5. Students receiving consent may remain in the district for the school year until graduation.

DRAFT

Sheridan School District 48J

Code: JECB-AR

Revised/Reviewed: 12/14/11; 5/21/14; 8/16/17;
12/18/19

Admission of Nonresident Students

By June 1 of each year, the principals will establish an approximate number of nonresident students their respective buildings can accommodate for the following school year.

Nonresident students may only be admitted with tuition, with the exception of students who become “resident pupils” by one of the following methods:

1. By written consent of affected school boards (interdistrict transfer);
2. A foreign exchange student attending a district school on a J-1 Visa; or
3. A court placement.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

Consent for Admission of a Nonresident Student by Interdistrict Transfer

1. The Board shall establish the number of student transfer requests into the district, to which consent will be given for the upcoming school year, by June 30 of each year.
2. The application for admission must go through the superintendent’s office.
3. Admission and annual renewal must be approved by the superintendent or designee.
4. Students receiving consent for admission may remain in the district for the school year until graduation.¹

¹ The receiving district determines the length of time granted for a student of an interdistrict transfer by mutual agreement. The length of time determined by the receiving district must be applied the same for all students receiving consent by mutual agreement. The bracketed language represents only examples the district may consider. The district may insert whatever length of time they decide.

Sheridan School District 48J

Code: JECF
Adopted: 6/10/10
Revised/Readopted: 6/20/12; 10/17/12; 5/21/14; 12/17/14; 12/13/17; 10/16/19
Orig. Code: JECF

Interdistrict Transfer of Resident Students

Release of Resident Students

The Board recognizes there may be circumstances that arise in which a resident student may benefit from attendance in another public school in the State. Consequently, a student who resides within district boundaries may be released, under criteria identified in administrative regulation, to attend school in another district that agrees to accept the student. The agreement will be by written consent of the affected school boards or designees whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Fund monies. Any additional fees or tuition costs are the responsibility of the parent.

When the resident district approves the release of a resident student to another school district, the student or their parent(s) will be solely responsible for transportation unless federal or state law requires transportation be provided by the district. When a resident student, who is on an individualized education plan (IEP), is accepted to another district by an interdistrict transfer, the attending district becomes responsible for a free appropriate public education (FAPE).

Additionally, an inter-district transfer of a resident student will be permitted, as appropriate, to meet the requirements of the Every Student Succeeds Act of 2015 (ESSA).

The district may not impose any limitations on the length of time for which consent is given to the student requesting release to another district.

The district shall not require a student to receive consent more than one time when the student requests admission to the same receiving district, regardless of any time limitations imposed by the receiving district.

The district shall allow the student whose legal residence changes to a different district during the school year or summer between school years, to complete the school year in the district if the student chooses to do so.

Safe Public School Choice Transfer Requests

An inter-district transfer¹ may also be permitted in the event a student has been a victim of a violent criminal offense occurring in or on the grounds of a school the student attends or the student attends a school identified as persistently dangerous, and all other district schools the student may transfer to are also identified as persistently dangerous or there is no other district school to which the student may transfer. The transfer must be to a safe school.

Homeless Student

A homeless student residing in the district and the student's parent, or in the case of an unaccompanied student, the district's liaison for homeless students, may request that the student attend their school of origin², located out-of-district. The request will be considered based on the best interest of the student. The student may continue in their school of origin for the duration of the student's homelessness. Transportation will³ be provided in accordance with law.

The superintendent is directed to establish procedures for the review of student requests to attend school in another school district.

END OF POLICY

Legal Reference(s):

[ORS 327.006](#)
[ORS 329.485](#)
[ORS 332.107](#)
[ORS 335.090](#)
[ORS 339.115 - 339.133](#)

[ORS 339.141](#)
[ORS 339.147](#)
[ORS 339.155](#)
[ORS 339.250](#)
[ORS 343.221](#)

[ORS 433.267](#)
[OAR 581-021-0019](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 (2012).
McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2012).
Every Student Succeeds Act, 20 U.S.C. § 7912 (2012).

¹ Districts are encouraged, but not required to explore other appropriate options such as an agreement with a neighboring district to accept transfer students, if there is not another school in the district in which the student legally resides for the transferring student.

² "School of origin" means a school that the student attended when permanently housed or the school in which the student was last enrolled.

Sheridan School District 48J

Code: JECF-AR
Revised/Reviewed: 6/16/10; 6/20/12; 4/16/14;
5/21/14; 8/16/17; 10/16/19
Orig. Code: JECF-AR

Interdistrict Transfer of Resident Students

General Parent/Student Requests for Interdistrict Transfers (Requiring the consent of both districts)

The following procedure will govern consideration of a request by a student who resides within district boundaries and who is requesting district approval for a transfer to attend school in another district:

1. A parent will request the release of their student by completing the appropriate district form;
2. A completed form may include the student's name, contact information, date of birth, grade level and whether the student is currently expelled;
3. The completed form must be submitted to the district office;
4. The Board chair or superintendent or designee will grant or deny the request for release according to established Board policy criteria and notify the parent in writing of the decision within 15 calendar days;
5. If the release is granted by mutual consent of the resident and nonresident districts, the resident district will make necessary arrangements for the transfer of the student's education records;
6. If the request for release is denied, students or parents will be notified by the district in writing that includes the reason for denial and of the right to appeal the decision to the Board, by sending a written request to the superintendent or designee within 10 calendar days;
7. The Board will hear the appeal at its next regularly scheduled Board meeting;
8. A final decision will be made by the Board within 20 calendar days following the Board hearing. The Board's decision will be communicated to the parent in writing.

Eligibility to participate in competitive interscholastic activities at the receiving school is determined by Oregon School Activities Association (OSAA) rules.

Safe Public School Choice Transfer Requests

In the event a district school is identified by the Oregon Department of Education (ODE) as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends, and there is not another school in the district for the student to transfer to, the district may develop an agreement with a neighboring district to accept transfer students. The development of such agreements is at the discretion of the district.

Record Keeping

A file of all interdistrict transfer requests will be maintained at the district office.

DELETED

Sheridan School District 48J
26-04 RESOLUTION
Appropriation Authority



WHEREAS, the District requests to establish Fund 257 COPS Grant for additional resources and expenditure authority.

NOW, THEREFORE BE IT RESOLVED THAT the district does hereby request to receive and appropriate the amount shown below for the 2025-2026 fiscal year.

<u>Resources</u>		<u>2025-26 Budget</u>
257-R4300	COPS Grant	500,000
Total Resource:		\$500,000

<u>Requirements</u>		
257.4150.618.000.470	COPS Grant - FCS Software	11,299
257.4150.620.000.470	COPS Grant - SHS Software	11,299
257.4150.618.000.541	COPS Grant - FCS Equipment	214,628
257.4150.620.000.541	COPS Grant - SHS Equipment	262,773
Total Requirement:		\$500,000

Samantha Bagby, Board Chair

Dorie Vickery, Superintendent

Date Resolution Adopted

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. **39299**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Sheridan SD 48J** (“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:

Dorie Vickery
435 S Bridge St
Sheridan, OR 97378
dorie.vickery@sheridan.k12.or.us

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

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

Grant Period	Performance Period	Amount
2025-27 Total Biennial Allocation (TBA)	July 1, 2025 – June 30, 2027	\$1,684,608.28
Less: 2025–27 Q1 projected amount made available under Agreement number 34484 (the "Prior Grant Agreement.")	July 1, 2025 – June 30, 2027	(\$208,167.46)
2025-26 Year 1 – Allocation - CURRENT	July 1, 2025 – June 30, 2027	\$617,290.60
2026-27 Year 2 – Allocation – RESERVED (not yet released)	July 1, 2025 – June 30, 2027	\$859,150.22
2027-29 Quarter 1 projected (2027-29 Q1)	July 1, 2027 – September 30, 2027	\$220,522.84
Total Grant Funds (2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)		\$1,696,963.66

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

Sheridan SD 48J

By: _____
Authorized Signature

Date

Printed Name

Title

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.

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

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

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

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

SIA Grant Monitoring

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

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

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

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

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

SECTION V – DISBURSEMENT

Disbursement of Grant Funds

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

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

Disbursements outlined in the table above are subject to the following:

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

Allocation and Projections

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

EXHIBIT B

COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK

SHERIDAN SD 48J

SECTION I – PROGRESS MARKERS FOR 2025-2027 BIENNIUM

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

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

A. Start to See: Early Signs of Progress

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

B. Gaining Traction: Intermediate Changes

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

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

C. Profound Progress: Substantial and Significant Changes

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

SECTION II – FINALIZED CO-DEVELOPED LPGTS

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

Target Type	2025-26	2026-27	2027-28
Four Year Cohort Graduation			
Baseline Target: All Students	82.0%	84.0%	86.0%
Stretch Target: All Students	87.0%	90.0%	92.0%
Gap-Closing Target: All Focal Group Students	80.0%	83.0%	86.0%
Five Year Cohort Completion			
Baseline Target: All Students	92.0%	93.0%	94.0%
Stretch Target: All Students	94.0%	95.0%	>95%
Gap-Closing Target: All Focal Group Students	92.0%	94.0%	95.0%
9th Grade on-Track			
Baseline Target: All Students	82.0%	84.0%	86.0%
Stretch Target: All Students	87.0%	90.0%	93.0%
Gap-Closing Target: All Focal Group Students	78.0%	82.0%	86.0%
3rd Grade ELA Proficiency			
Baseline Target: All Students	28.0%	31.0%	35.0%
Stretch Target: All Students	29.5%	32.5%	36.5%
Gap-Closing Target: All Focal Group Students	25.5%	29.0%	33.5%
Regular Attenders			
Baseline Target: All Students	56.0%	60.0%	64.0%
Stretch Target: All Students	60.0%	65.0%	70.0%
Gap-Closing Target: All Focal Group Students	58.0%	63.0%	68.0%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

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

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

EXHIBIT C

INSURANCE

INSURANCE REQUIREMENTS

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

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

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

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

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

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

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

EXCESS/UMBRELLA INSURANCE

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

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

ADDITIONAL INSURED

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

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

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

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