

Thursday, September 11, 2025  
6:30 PM

**AGENDA**  
Regular Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J

Meeting Details: Thursday, September 11, 2025, 6:30 PM in the District Office Board Room,  
1555 SW 35th Street, Corvallis, OR 97333.

*Accessibility: To request accommodations for board meetings, please contact Kim Nelson at 541-757-5841 or [kim.nelson@corvallis.k12.or.us](mailto:kim.nelson@corvallis.k12.or.us) at least 48 hours before the meeting.*

*If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ?> A recording of the meeting will also be posted to that channel.*

- I. CALL TO ORDER AND ROLL CALL (6:30 PM)\*
- II. ACKNOWLEDGMENT OF HISPANIC HERITAGE MONTH

Corvallis School District 509J  
**Acknowledgement of Hispanic Heritage Month**  
Resolution Number 21-0901

WHEREAS, Hispanic Heritage Month grew out of Hispanic Heritage Week which was established by President Lyndon Johnson in 1968; and

WHEREAS, Hispanic Heritage Month was established as September 15 to October 15 through Public Law 100-402 by President Ronald Reagan in 1988; and

WHEREAS, September 15 recognizes independence for Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, September 16 recognizes independence for Mexico, September 18 recognizes independence for Chile, and October 12 recognizes Dia de la Raza; and

WHEREAS, the State of Oregon has a documented history of xenophobia and anti-Indigeneity; and

WHEREAS, Hispanic, Latino/a/x/e, and Chicano/a/x/e students and staff make up the largest racial or ethnic minority group in Corvallis schools; and

WHEREAS, people who identify as Hispanic, Latino/a/x/e, or Chicano/a/x/e, have a rich history and have positively influenced and enriched our society and our schools through their entrepreneurship, commitment to community service, deep value of justice and liberty, and social and cultural life; and

WHEREAS, Hispanic, Latino/a/x/e, and Chicano/a/x/e people have made and continue to make important contributions to education, science, art, culture, and public service, and our nation's growth and prosperity; and

WHEREAS, education is a necessary component for creating a more equitable and anti-racist community, nation, and world; and

WHEREAS, the Corvallis School District has made a commitment to equity and anti-racism; and

WHEREAS, the Corvallis School District has a responsibility to honor and respect the diverse histories of our community; and

WHEREAS, the Corvallis School District believes each and every student must be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community.

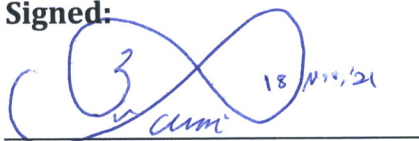
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CORVALLIS SCHOOL DISTRICT 509J, BENTON AND LINN COUNTIES, OREGON AS FOLLOWS:

Proclaim September 15, 2021 through October 15, 2021, as well as each September 15 through October 15 annually, as Hispanic Heritage Month in the Corvallis School District and strongly encourage families, staff, and community members to join in existing local celebrations, and;

Encourage all schools in the Corvallis School District to help highlight this month in grade appropriate ways as well as highlight the contributions of Hispanic, Latino/a/x/e, and Chicano/a/x/e peoples to the local community, nation, and beyond both historically and in current times.

Adopted by the Board of Directors of School District No. 509J (Corvallis) of Benton and Linn Counties, Oregon, at its regular meeting this 9<sup>th</sup> day of September, 2021.

**Signed:**



Sami Al-Abdrabbuh  
Board Chair

**Attested:**



Ryan Noss  
Superintendent

III. BOARD MEMBER REPORTS

IV. SUPERINTENDENT'S REPORT



# Corvallis

## SCHOOL DISTRICT

### Superintendent's Report

Shared with the Corvallis School Board during the September 11, 2025, meeting.

#### Introduction of New Administrative Team Staff

- **Keli Abbott** - Keli is the principal at Mt. View Elementary School. She has been the MTSS specialist at Mt. View for the past two years. Before that, she was a teacher at Garfield Elementary and Kathryn Jones Harrison Elementary School in Corvallis. She has worked in education for 16 years.
- **Kourtney Shreve** - Kourtney is the principal at Bridges. She has been Bridges' special education teacher and dean of students for the past year. Before that, she was a Lifeskills teacher at Linus Pauling, a special education teacher at Prairie Mountain Middle School in Bethel School District, and a special education teacher at Memorial Middle School in Greater Albany School District. She has worked in education for 18 years.
- **Megan Newell** - Megan is the district's new special education coordinator. She was the special programs coordinator at the Greater Albany Public Schools District for the past two years. Before that, she was the program supervisor for the Lane Education Service District, a speech-language pathologist for the Corvallis School District, and a language arts teacher for Union and Tulsa Public Schools in Oklahoma. She has worked in education for 20 years.
- **Autumn Benton** - Autumn is the district's new mental health manager. She was previously an employee assistance counselor at Optum Behavioral Health Center, a counselor at Counseling and Psychological Services at Oregon State University, and a Child and Family Therapist at the Children's Farm Home. She has worked in mental health for 18 years.

I am pleased to welcome these new administrators to our team!

#### Health & Resource Fair

Our fifth annual Health & Resource fair, held on August 22 at Linus Pauling, served the highest number of families to date. We again partnered with Casa Latinos Unidos, Samaritan Health Services, Benton County Health Services, and InterCommunity Health Network—Coordinated Care Organization to serve over 740 people.

- Over 300 children were measured for Operation School Bell
- 67 dental screenings
- 46 medical appointments, including 34 sports physicals
- 55 hearing screenings
- 88 vision screenings

We also provided access to prescheduled language testing, school registration, and bus registration, and had 29 community agencies tabled to provide local resources for families. Serving 250 more people than last year tells us that the needs in our community are high, and this event is more critical than ever. Thanks to the Corvallis Public Schools Foundation, which significantly supported this year's event!

## Welcome Back Rally

We hosted our annual back-to-school rally on Wednesday, August 27. Thank you to the members of the school board who were able to attend. In the morning, we talked as a district about the value of public education and the importance of sharing the story of public education. With the help of the Corvallis Public Schools Foundation, we awarded 18 educator grants, supported by local businesses.

## Welcome to the 2025-26 School Year

The district returned to school last week. Some highlights included:

- A 4th grader who showed up for school at 7 am because they could not contain their excitement for school.
- High school students who, because of the new cell phone policy, spent time playing cards and connecting with peers in between classes.
- Middle school students worked as teams with new classmates to try to build the tallest towers out of index cards, using a lesson from our Character Strong social-emotional curriculum.

## Cell Phone Expectations

Our district implemented "phone-free" expectations at the beginning of the school year. This aligns with Governor Kotek's executive order, which mandates K-12 public school districts in Oregon to implement a bell-to-bell ban on student cell phone use during the school day. District policies are required by October 31, 2025, with full implementation by January 1, 2026.

The ban extends from cell phones to any electronic device that can send or receive messages or connect to the internet, including smartwatches and earbuds.

This change in expectations aims to foster several benefits:

- **Enhanced Focus & Deep Learning:** Removing phones reduces disruptions, enabling students to build sustained concentration.
- **Improved Mental Health:** Decreased exposure to addictive apps and social stressors can alleviate anxiety and promote healthier patterns.
- **Social Growth:** Without digital reliance, students will have more opportunities to engage, empathize, and develop emotionally with their peers.
- **Academic Gain:** Fewer distractions lead to improved retention, performance, and participation in learning.

The expectations have been successfully implemented. I want to thank our students and staff for this successful rollout.

V. OREGON SCHOOL BOARDS ASSOCIATION (OSBA) AND NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) UPDATES



# Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Sami Al-Abdrabbuh, Board Position #1  
Meeting Date: September 11th, 2025

## **Oregon School Board Association and National School Board Association Updates**

**NO ACTION REQUIRED**

### Background

This report provides recent updates from the Oregon School Board Association (OSBA) and the National School Board Association (NSBA). These reports will summarize highlights from both associations about professional development, advocacy, and leadership opportunities in public education and school boardsmanship across the state and nation.

### Involvement

Director [Sami Al-Abdrabbuh](#), Corvallis School Board Member, OSBA Immediate Past President, and NSBA Director representing the Pacific Region.  
OSBA and NSBA staff.



## **The Leading Advocate for Public Education** *Transforming public education, board by board*

NSBA's mission is to **equip school board members with resources to advocate for each student in their community, in partnership with our members, with a vision that each school board ensures every student can reach their full potential through quality and equitable educational opportunities.** Learn more about NSBA's core purpose and most updated strategic direction [here](#). OSBA, as an NSBA State Association Member, has access to exclusive benefits. Learn more about [NSBA Membership Benefits](#) and programs, awards, resources, research, and tools.

### **NSBA provides valuable support to Oregon's education leaders**

Over the past year, NSBA provided crucial support to Oregon and other states in the Pacific Region. For example, NSBA provided valuable support during the hiring process of the OSBA Executive Director, including providing an exclusive, updated executive director salary comparison to OSBA's board leadership. Additionally, NSBA provided valuable support to Washington during its hiring process for its Executive Director. The collaboration on legislative advocacy remains strong, exemplified by the effort to advocate for Legislation that would commit to fully funding special education, finally fulfilling the federal government's unmet promise 50 years after the passage of IDEA. Read the [Press Release of the introduced bill here](#), and the [bill's text](#) here. Both Oregon U.S. Senators Wyden and Merkley are sponsoring the bill. Over the past year, OSBA's Board Executive Committee and Executive Director are active participants in NSBA's Pacific Region's convenings and updates, including presenting on important subjects for schools in Oregon and neighboring states, such as addressing public education funding, declining enrollment, and chronic absenteeism.

### **Targeted grants to school districts to support their success**

NSBA is actively providing grants on the Improved Air Quality in Schools Learning Series and Awards and High-Quality Math Curriculum & Educator Professional Development Learning Series.

The NSBA Go Green Initiative issued its first round of grant winners, including Dufur School District in Oregon—one of 10 districts in 10 states to receive \$50,000 grants to improve indoor air quality and reduce greenhouse gas emissions. Training and resources developed for school boards will be tested in Dufur and rolled out nationally.

“Here we are a little rural, small-town school making national news,” said Robert Wallace, school board chair.

The National School Boards Association and the Go Green Initiative announced Dufur’s involvement in a multiyear EPA-supported program to improve children’s outcomes by advancing environmental health, safety, and sustainability in schools.

Read OSBA’s article about [Dufur sets national example for healthier and more efficient schools](#)

The program will have three additional cohorts of 10, with the application period reopening early next year. The program is prioritizing low-income and Tribal school districts. [Learn more about the grants here.](#)

### **Federal legislative, funding, and court cases updates.**

This summer brought big changes that could affect students and schools across the country. A new law cuts Medicaid and food assistance while providing new tax breaks for private schooling, and federal agencies are implementing new rules on AI, diversity programs, and student rights. OSBA reported that the tax cuts in the federal bill instantly dropped Oregon’s expected revenues \$888 million, according to Oregon’s Legislative Revenue Office calculations. Court cases on school choice and free speech are also moving forward — making it important for communities and school leaders to stay alert. [This memorandum provides a detailed update on national-level developments over the past three months.](#)

VI. CONSOLIDATION PROPOSAL (7:10 PM)\*



# 2025

# Consolidation Recommendation

**Prepared For:**

Corvallis School District Board  
September 11, 2025

**Prepared By:**

Superintendent  
Ryan Noss, Ed.D.

# Current Challenge

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The height of enrollment for the Corvallis School District was approximately 1970. Since then, we have experienced several periods of enrollment growth, but overall, our enrollment has been declining. Importantly, this demonstrates that recent enrollment declines are part of a much longer trend (See Historical Enrollment Graph).

Over the past several years, we have made staffing reductions that have impacted the programming we can provide to our students. As enrollment continues to decrease and our schools have fewer students, our resources are spread further, impacting the depth of service at each school. This is most easily seen when our elementary school specialists cover multiple schools because there are not enough classrooms at a single school for them to work there full-time.

In addition, school districts are funded based on the number of students who attend school. Fewer students means less funding, which we have also seen over the past several years.

## Long Range Facilities Planning Committee

During the spring of 2025, a Long Range Facilities Planning Committee convened to review:

- The condition of our buildings
- Enrollment
- Classroom programming
- Capacity

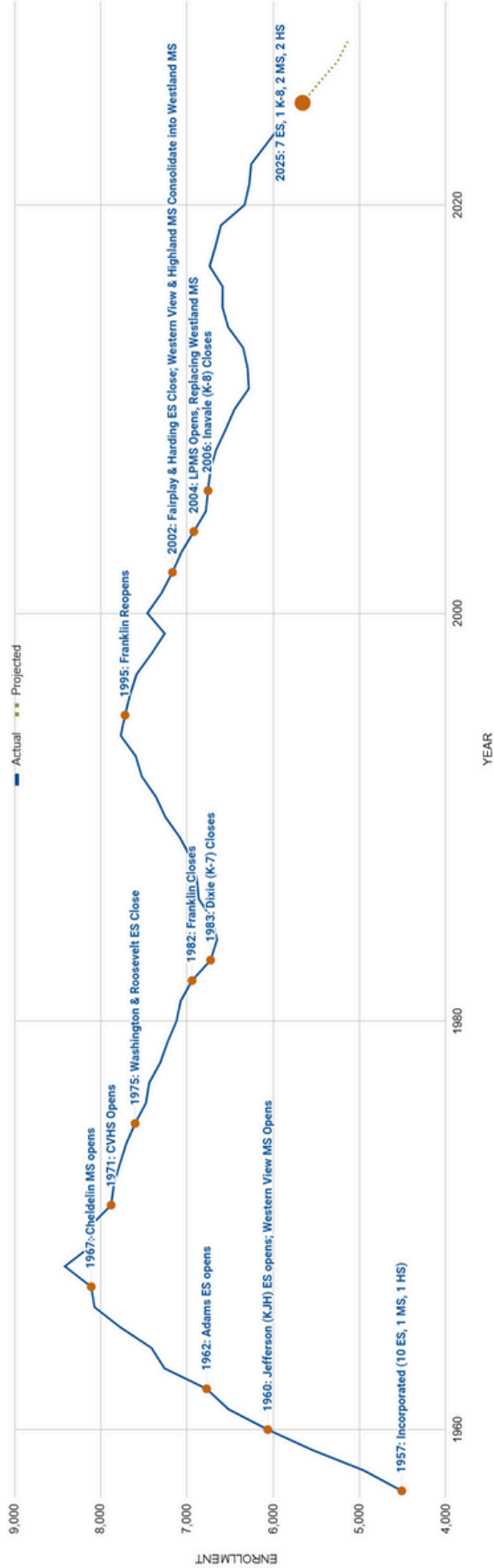
The committee concluded:

1. The enrollment decline over the next ten years will result in underutilization of our facilities. According to projections, in the school year 28/29, our buildings will be at 59% utilization at elementary level, 86% utilization at middle school level, and 61% utilization at high school level; with utilization district-wide of 65% of enrollment capacity.
2. The district's facilities are in good condition, as represented by the Facilities Conditions Index summary; all buildings were considered good or fair. The district should continue to maintain all buildings to ensure safe learning environments for all.
3. Corvallis School District buildings and properties are important assets for the district and should be retained to ensure flexibility for future enrollment fluctuations and maintain the district's investments in the land and the 2018 Facilities Improvement Bond.
4. The district should continue to engage with the community to shape next steps for facilities and education in the Corvallis School District, building trust and transparency.
5. The district should continue to work with the City of Corvallis to collaborate on housing and community growth.
6. The district should review intra-district boundaries to support enrollment trends, specialized programs, and to ensure that resources are distributed equitably between district schools.

We have reached a point where we must consolidate the number of schools we operate to continue addressing a declining district budget while fighting to maintain programming for students. To be clear, school consolidation will not solve all of our financial concerns. Yet, it is an important next step as we work to do our best for the students we serve.

# HISTORICAL ENROLLMENT: 1957 - 2024

with major events



# Purpose of Proposal

On August 13, 2025, the Corvallis School Board requested that the superintendent bring forward a school consolidation proposal aligned with the timeline proposed during the school board retreat. There was a great deal of deliberation regarding the number of proposals that should be brought forward. The decision was to bring one proposal forward, contrasted by several other proposals that were considered but not moved forward. The Corvallis School Board concluded that bringing multiple proposals forward would cause unnecessary concerns for school communities that would not be impacted by the board's final decision.

This proposal is just that: an initial proposal meant to be enhanced and modified through community engagement through October.

# Decision-Making Considerations

Many critical factors were considered in determining a proposal to bring forward. These factors included, but are not limited to, those listed in the graphic below.

Decision-Making Considerations						
Inclusion	Potential loss of students	Feeder schools	Transportation	Programming & academic opportunity	Enrollment patterns	Gain new students
Board Goals	Boundaries	Potential loss of staff	Building conditions	Opportunity for innovation	Student impact	Walking and biking to school
Feedback	Finances	Equity	Staff impact	Locations of new development	Grade configurations	Renamed schools

# Recommended Option For Board and Community Review

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The superintendent proposes that the Corvallis School Board and the Corvallis community review the following option.

1. Lincoln, Adams, Kathryn Jones Harrison, Garfield, Letitia Carson, and Bessie Coleman Elementary Schools become schools serving kindergarten through 6th grade.
2. Mt. View Elementary becomes a kindergarten through 8th-grade school.
3. Linus Pauling Middle School becomes a 7th through 8th-grade school and is renamed Corvallis Junior High, allowing students to develop a new mascot and school culture.
4. Cheldelin Middle School closes.
5. Cheldelin gyms continue to be accessed by teams and the community.
6. The school board reviews the feasibility of two high schools during the 2028-29 school year or when enrollment falls below 2,025 students.

## Positive

- This model allows all of the elementary schools to remain open.
- Some benefits of a kindergarten-6th-grade school for 6th-grade students are the enhanced nurturing environment, strong teacher-student relationships, and continuity of learning.
- The kindergarten-8th-grade model has been received positively by our community.
- Adding a 7-8 grade school can emphasize high school preparation.
- Of the proposals considered, this model creates the greatest financial savings for the district.
- Adjusting our current grade level configuration requires change, which can lead to innovation and the opportunity for greater inclusion.
- Increased opportunities for district-wide transportation through route efficiencies.
- Naming the 7-8 grade school Corvallis Junior High allows the students coming together to develop a new mascot and school culture.
- Use our most underutilized buildings for K-6 schools, maximizing the value of our school construction investments.
- Opportunity for teachers at both kindergarten-8th-grade schools to have colleagues to collaborate with.
- Does not require a boundary adjustment process.
- Cheldelin received fewer updates during the construction bond.
- An additional kindergarten-8th-grade school near the edge of our community has the potential to attract transfers for families seeking the K-8 model.
- A Kindergarten-8th-grade school at Mt. View accounts for additional growth in Adair Village.
- Keeping elementary schools open continues to provide hubs to our neighborhoods.

## Negative

- Closure of a school and the impact on the school community.
- May require additional licensure for teachers.
- The majority of students will come together for 7th and 8th grades and then transition out to Corvallis High School and Crescent Valley High School.

The chart below compares the school year 25-26 to a status quo proposal and the board proposal for review. This chart includes the following assumptions:

- Maintains the current programming for students, including class size targets, elementary enrichment, and library access.
- All positions are calculated based on the average cost of the position, not the actual cost of employees assigned to specific buildings.
- Savings on utilities.
- Assumptions for inflation.

Proposal Summary				
	Projected School Year	Status Quo Proposal	Difference	Board Proposal
Total Projected Enrollment	5,661	5,475	-	5,475
Total Full-Time Positions	419.38	408.73	-11.28	397.46
			-2.80%	
Per-Pupil Amount	\$9,868	\$9,931	-\$341	\$9,590
			-3.43%	
Total Dollars	\$55,882,675	\$54,370,765	-\$1,865,157	\$52,505,608
			-3.43%	

# Additional Option Considered

Maintaining the status quo.

## Positive

This scenario would benefit the district by maintaining the same number of schools, which means students and staff would not be required to move to a new building.

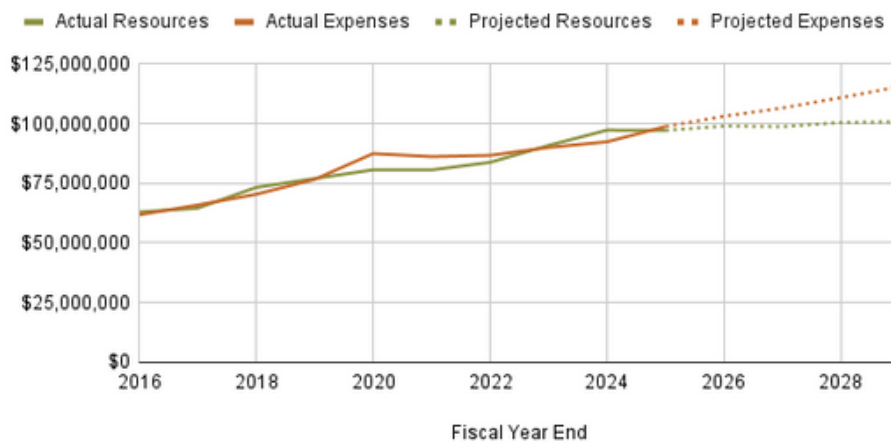
## Negative

Our long-term financial sustainability does not support this option. Operating schools with smaller numbers of students requires greater operating costs with less state funding. Student programming would continue to decline with fewer specialist positions.

The superintendent did not propose this option due to financial considerations. The graph below illustrates the additional funding received during the COVID-19 pandemic and our projected expenses exceeding our projected resources over future years.

### Historical General Fund Resources & Expenditures

*with projections*



# Additional Option Considered

Closure of an elementary school.

## Positive

- Greater savings than the status quo option.
- Maintains feeder school model.

## Negative

- There are fewer savings than the proposal brought forward.
- The loss of a neighborhood school for an elementary school community.
- There is a higher likelihood of losing students when their elementary school closes.
- It would require a boundary adjustment process, which would cost additional time and cause conflict and impact all elementary schools.
- Innovation is still possible, but potentially limited because we have kept our grade level configuration intact.

The superintendent did not propose this option due to the limited cost savings compared to the proposal submitted for the board’s consideration. In addition, the additional uncertainty of the impact of boundary adjustments across our elementary schools was a significant factor. Furthermore, we would most likely need to make another significant change during the following school year.

Proposal Summary				
	Projected School Year 25/26	Status Quo Proposal	Difference	Elementary Closure Scenario
Total Projected Enrollment	5,661	5,475	-	5,475
Total Full-Time Positions	419.38	408.73	-8.1	400.63
			-1.98%	
Per-Pupil Amount	\$9,868	\$9,931	-\$201	\$9,730
			-2.02%	
Total Dollars	\$55,882,675	\$54,370,765	-\$1,089,722	\$53,281,043
			-2.00%	

# Next Steps



This is an initial proposal for consolidation. The timeline above includes opportunities for community input, ideas, and considerations.

## Get Involved

The district is seeking community input and engagement on this recommendation. Below are upcoming opportunities.

### Community Listening Sessions

- September 16: Lincoln Elementary, 6:30-8:00 pm
- September 17: Linus Pauling Middle School, 6:30-8:00 pm - Spanish listening session
- September 30: Corvallis High School, 6:30-8:00 pm
- October 8: Linus Pauling Middle School, 6:30-8:00 pm

### School Board Meetings with Public Testimony

- September 11, District Office, 6:30 pm
- September 25, District Office, 6:30 pm
- October 16, District Office, 6:30 pm

Emails may be sent to: [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us), and will reach all Board members as a group.

Letters may be submitted via U.S. mail to: Corvallis School Board, 1555 SW 35th Street, Corvallis, OR 97333.

## **Innovation Team**

The consolidation process creates an opportunity for the Corvallis School District to reimagine the future of our educational programming through the creation of a district Innovation Team. The Innovation Team's purpose is to explore educational programming opportunities that align student interests with future workforce needs. Grounded in equity, their work centers on designing innovative and inclusive learning environments where every student is supported to thrive, discover their potential, and build skills for a changing world.

Beginning this month, staff who have applied for and been selected to be part of the Innovation team will begin meeting each month to:

- Identify key educational trends to guide future programming and student learning.
- Invite diverse input from students, families, staff, and the broader community.
- Develop recommendations that promote equity, academic success, and sustainability.
- Consider new models and programs to enhance student engagement and rigor.
- Ensure all work supports the district's mission and strategic vision.

The work of this team will inform how the final consolidation recommendation is implemented and how our district continues to improve academic outcomes, learning experiences, and student engagement in our district.

# **Summary**

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In conclusion, this proposal represents a starting point for the board's consideration. We want to recognize that a decision of this magnitude brings with it not only practical implications but also deep emotions and uncertainties for our community. Change, especially when it involves our schools, touches families, students, and staff in very personal ways. As the board carefully reviews these options and listens to feedback, it will be essential to keep that human impact at the center of our work. While these conversations may be difficult, our commitment remains to support our students, staff, and families through every step of this process, and to communicate openly along the way.



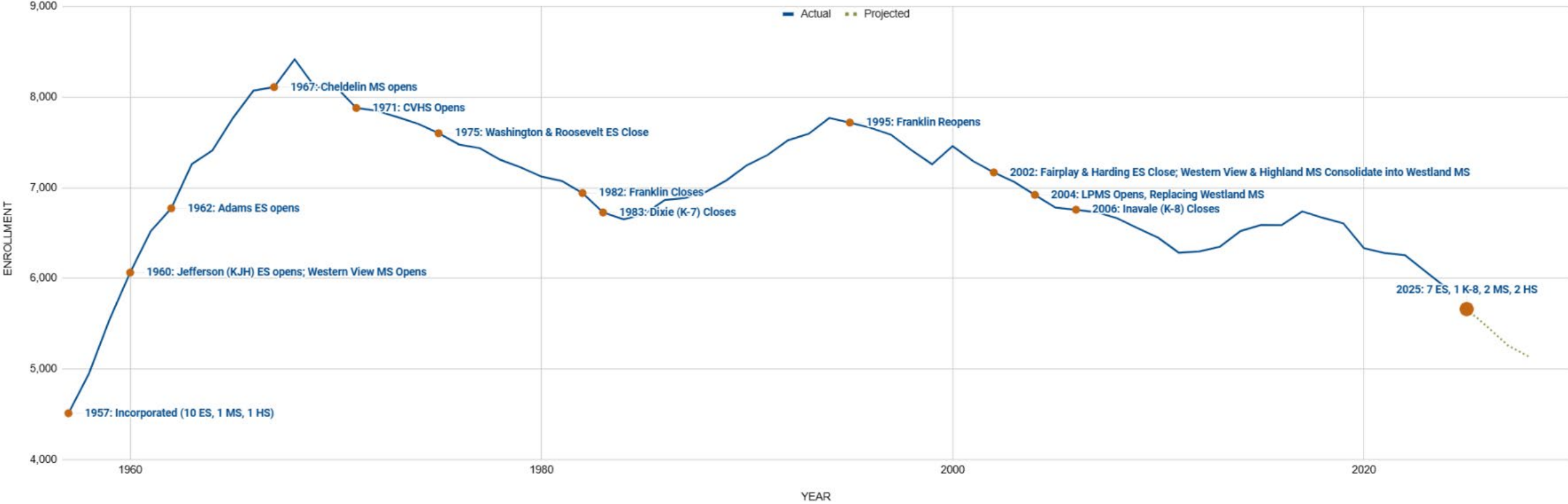
# Corvallis School District

Corvallis School Board  
School Consolidation Initial Recommendation

September 11, 2025

# HISTORICAL ENROLLMENT: 1957 - 2024

with major events





# District-Wide Capacity Summary

Long Range Facilities Planning 2025

	Total Facility Condition Index (FCI) of all campus buildings	Building Capacity	Spaces dedicated to District-level programming	Enrollment Capacity	Enrollment 24-25	Projected Enrollment 25-26
Adams Elementary	1.4%	510	7 classrooms multiplied by 27 students		360	
Letitia Carson Elementary	1.2%	437			334	
Kathryn Jones Harrison Elementary	1.1%	388			227	
Franklin School (K-5 only)	1.3%	145			150	
Garfield Elementary	0.8%	534			381	
Mountain View Elementary	2.0%	413			216	
Bessie Coleman Elementary	0.0%	461			355	
Lincoln Elementary	0.0%	534			313	
<b>Total K-5</b>		<b>3422</b>	<b>189</b>	<b>3233</b>	<b>2336</b>	<b>2221</b>
<i>Percentage of Enrollment Capacity Used</i>					72%	69%
Cheldelin Middle School	0.8%	657	4 classrooms multiplied by 29 students		498	
Linus Pauling Middle School	1.1%	714			717	
Franklin School (6-8 only)	1.3%	170			161	
<b>Total 6-8</b>		<b>1541</b>	<b>116</b>	<b>1425</b>	<b>1376</b>	<b>1288</b>
<i>Percentage of Enrollment Capacity Used</i>					97%	90%
Corvallis High School	0.4%	1901	7 classrooms multiplied by 31 students		1294	
Crescent Valley High School	8.8%	1613			887	
<b>Total 9-12</b>		<b>3514</b>	<b>217</b>	<b>3297</b>	<b>2181</b>	<b>2153</b>
<i>Percentage of Enrollment Capacity Used</i>					66%	65%
<b>Total K-12</b>		<b>8477</b>	<b>522</b>	<b>7955</b>	<b>5893</b>	<b>5662</b>
<i>Percentage of Enrollment Capacity Used</i>					74%	71%
College Hill High School / Harding Center	5.4%					

Enrollment numbers are based upon Corvallis SD's internal projections.  
 Building Capacity assumes Elementary at 90% Utilization; Middle Schools at 75% Utilization; High Schools at 85% Utilization.  
 Facility Condition Index (FCI) is a metric measuring building condition. 0-5% Good; 6-20% Fair; 21-30% Poor; 31-50% Critical.

# Long Range Facilities Planning Committee Conclusions

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The enrollment decline over the next ten years will result in underutilization of our facilities.

According to projections, in the school year 28/29 our buildings will be at 59% utilization at elementary level, 86% utilization at middle school level, and 61% utilization at high school level; with utilization district wide of 65% of enrollment capacity.

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The district's facilities are in good condition, as represented by the Facilities Conditions Index summary. All buildings were considered good or fair.

The district should continue to maintain all buildings to ensure safe learning environments for all.

Corvallis School District buildings and properties are important assets for the district and should be retained to ensure flexibility for future enrollment fluctuations and maintain the district's investments in the land and the 2018 Facilities Improvement Bond.

The district should continue to engage with the community to shape next steps for facilities and education in the Corvallis School District, building trust and transparency.

The district should continue to work with the City of Corvallis to collaborate on housing and community growth.

The district should review intra-district boundaries to support enrollment trends, specialized programs, and to ensure that resources are distributed equitably between district schools.

# Decision-Making Considerations

## Board Goals

Inclusion	Potential loss of students	Feeder schools	Transportation	Programming	Enrollment patterns
Academic opportunity	Boundaries	Potential loss of staff	Building conditions	Opportunity for innovation	Student impact
Feedback	Finances	Equity	Staff impact	Locations of new development	Grade configurations

## Initial Recommendation

Lincoln, Adams, Kathryn Jones Harrison, Garfield, Letitia Carson, and Bessie Coleman Elementary Schools become schools serving kindergarten through 6th grade.

Mt. View Elementary becomes a kindergarten through 8th-grade school.

Linus Pauling Middle School becomes a 7th through 8th-grade school and is renamed Corvallis Junior High, allowing students to develop a new mascot and school culture.

Cheldelin Middle School closes.

Cheldelin gyms continue to be accessed by teams and the community.

The school board reviews the feasibility of two high schools during the 2028-29 school year or when enrollment falls below 2,025 students.

# Additional Option Considered

Maintaining the status quo.

## **Positive:**

This scenario would benefit the district by maintaining the same number of schools, which means students and staff would not be required to move to a new building.

## **Negative:**

Our long-term financial sustainability does not support this option. Operating schools with smaller numbers of students requires greater operating costs with less state funding. Student programming would continue to decline with fewer specialist positions.

This option was not proposed due to financial considerations.

# Additional Option Considered

Closure of an elementary school.

## **Positive:**

- Greater savings than the status quo option.
- Maintains feeder school model.

## **Negative:**

- There are fewer savings than the proposal brought forward.
- The loss of a neighborhood school for an elementary school community.
- There is a higher likelihood of losing students when their elementary school closes.
- It would require a boundary adjustment process, which would cost additional time and cause conflict and impact all elementary schools.
- Innovation is still possible, but potentially limited because we have kept our grade level configuration intact.

This option was not proposed due to:

- Limited cost savings
- Uncertain impact of boundary adjustments
- Could require another major change next school year

# Board Proposal Financials



## Reduces Staffing Required

-**11.28** full-time  
positions **or 2.8%**



## Reduces the Amount Spent per Student

-**\$341** per student **or 3.4%**



## Reduces Overall Spending

-**\$1.87M** **or 3.4%**



Consolidation  
Savings  
\$1.87M

\$2.0M  
Additional  
Reductions

# Financial Outlook

Current projections estimate a reduction of **\$3.87M** in school year 2026-27.

The proposal before the Board reflects a savings of approximately **\$1.87M**.

**Consolidation is a part of a larger plan to balance our budget.**

# Additional Clarifications



- 01** Proposed changes are for the 2026-27 school year
- 02** Review High School in 28/29 Does not mean change would happen then
- 03** Next year's Cheldelin 7<sup>th</sup> & 8<sup>th</sup> graders
- 04** Franklin, College Hill, and Bridges not named in recommendation
- 05** Mt. View change to K-8
- 06** Staff considerations



# Envisioning the Future

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## Innovation Team

# Innovation Team

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Grounded in equity, the Innovation Team's work centers on designing innovative and inclusive learning environments where every student is supported to thrive, discover their potential, and build skills for a changing world.

The team considers new innovative models and programs  
that enhance student engagement and rigor by:



**Exploring &  
Analyzing  
Educational Trends**



**Engaging the  
Community**



**Advancing Equity  
& Inclusion**



**Aligning Work  
with Board Goals**

# Timeline

**August 27**

**Back to  
School Rally**

Ryan & Kim Session

**September 12**

**Sup's Chat  
with Staff**

Review recommendation  
& Ask Questions

**September 17**

**Spanish  
Listening Session**

Linus Pauling

**September 25**

**Board Meeting**

Public Testimony

**September 30**

**Listening Session**

Corvallis High School

**October 16**

**Board Meeting**

Public Testimony

**November 13**

**Board Meeting**

Board Deliberates  
Decision

**August 19**

**Leadership Team**

Board Retreat Update

**September 11**

**Board Meeting**

Recommendation  
Announced & Public  
Testimony

**September 16**

**Listening Session**

Lincoln Elementary

**September 22**

**Sup's Chat  
with Staff**

Discussion & Questions

**September 30**

**Sup's Chat  
with Staff**

Discussion & Questions

**October 8**

**Listening Session**

Linus Pauling

**October 30**

**Board Meeting**

Final Recommendation



# Questions

## VII. PUBLIC COMMENT (8:10 PM)\*

NOTE: To indicate your desire to comment, please arrive several minutes before the meeting begins, and complete a request card; then, turn it in to the Board Secretary before the meeting begins. See the attached guidelines for providing input to the School Board.

*Virtual option: Please contact [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us) by noon on the day of the Board Meeting to schedule public comment. Please include your name, address, the phone number you will call in from, and the topic of your public comment.*



**PROVIDING INPUT TO THE SCHOOL BOARD**

*(Revised 02-06-25)*

The Corvallis School Board values the opinions and input of students, staff, parents, and community members. Comments may be provided during certain meetings, and via written correspondence, as outlined below.

**Public Comment at School Board Meetings**

This option is available when *Public Comment* is an item on the agenda. To offer comments:

- A. Complete all of the requested information on a “Comment Request” card, which can be found on a table near the entrance to the meeting room, and give it to the Board Secretary at the head table **before** the meeting begins. Your testimony may be delayed until all of the information is provided.
- B. When you provide public comment, your name, address, and comments are matters of public record; however, students and staff do not need to provide their addresses.
- C. Keep your comments within the specified time allotted, usually three minutes, to allow time for others to comment. Please be respectful of those who wish to provide comments after you.
- D. Direct your comments to the School Board. The Board Chair will refer questions or requests for action to staff for response at a later date.
- E. If you read from a prepared statement, you may choose to leave your written comments with the Board Secretary to post online with the informational packet of the meeting and to file with the official minutes of the meeting. Handouts are not required but should you wish to provide them, please bring 13 copies and give them to the Board Secretary to distribute.
- F. Speakers may offer objective criticism of District operations and programs but the Board will not hear complaints concerning individual District personnel.
  - Complaints shall be handled following the steps outlined in Board Policy KL and Administrative Regulation KL-AR, copies of which are available at meetings and online at <http://policy.osba.org/corvall/kl/index.asp>.
  - Complaints regarding budget, programs, or other District issues also should be handled by first following the steps outlined in policy KL.
- G. Undue interruption or other interference with the orderly conduct of Board business cannot be allowed.
  - Defamatory or abusive remarks are always out of order.
  - The Board Chair may terminate a speaker’s privilege of address if, after being called to order, the speaker persists in improper conduct or remarks.

**Written Correspondence**

Letters, emails, and other written materials submitted to the School Board are considered public record. They may be submitted via U.S. mail to: Corvallis School Board, 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. Emails sent to: [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us), will reach all Board members as a group as well as the following District staff: Superintendent, Assistant Superintendent, Human Resources Director, Finance and Operations Director, Communications Coordinator, and Executive Assistant to the Superintendent and Board of Directors (also known as Board Secretary).

**Telephone Calls**

Luhui Whitebear	541-714-3305	Terese Jones	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey	541-829-3411
Judah Largent	541-231-8415	Chris Hawkins	541-602-2045
Bernie Wang	541-704-7298		

Good evening, my name is Travis Overvig, and I'm a parent at Mt. View.

What frustrates me most is the way this whole process is being handled. We've been given just one "recommended" plan, not real options to compare, and now the board is expected to make a final decision by November 13th. That's barely two months from the time parents even got to weigh in. It feels rushed, like something is being pushed through quickly just to get it over with, not like genuine community input is wanted.

And then there's the question of *why Mt. View?* We are one of the smallest schools in the district. We don't have gyms, tracks, science labs, or lockers. Even our bathrooms and classrooms are built for little kids, not adolescents going through puberty. Yet this plan would turn Mt. View into a K–8 while closing Cheldelin, a building that already has age-appropriate facilities for middle schoolers. If the district is determined to force a K–8 model, why not use Cheldelin instead of asking the smallest, least-equipped elementary to carry this burden?

This isn't just about Mt. View kids, either. Adair Village students would also be locked into this plan. That doubles the number of rural students who will be denied the same electives, sports, and extracurricular opportunities their peers will get at Corvallis Junior High. The result is two different systems of education inside one district: one rich in opportunity, the other stripped down to the bare minimum. Let's call this what it is — a **rural disadvantage**.

And I don't understand why other models haven't even been considered. Across the country, many districts with declining enrollment have shifted to K–6 elementaries and 7–12 secondary schools. That model saves money, keeps things consistent, and gives younger kids earlier access to electives and athletics. Lincoln County, right next door, already uses this approach in most of their communities. Why hasn't Corvallis put something like that on the table?

I want to be clear: I'm not in favor of a K–8 plan that only applies to one school. That's unequal, it's unfair, and it divides the district. To pick the smallest, least-equipped building, ignore better alternatives like a 7–12 model or repurposing Cheldelin, and then rush the process through — it feels like adding insult to injury.

This plan is being sold as equity. But where is the equity in forcing one community into something completely different, and giving families barely any time to respond? Mt. View and Adair Village kids matter just as much as every other student in Corvallis.

Please slow this process down, bring real options to the table, and stop asking one school to carry the weight for the entire district.

Thank you.

Hi, my name is Alan Overvig, and I'm an 8th grader at Cheldelin.

Middle school has been really important for me. Cheldelin has spaces for students, gyms, a track, lockers, and elective classrooms, things that just don't exist at Mt. View. Those spaces make school feel bigger and more like a step toward high school.

I've also had more independence here than I did in elementary school. Moving between classes, trying different electives, and being part of a sports team has helped me grow and feel more prepared for the next step.

But with this new plan, my brother and sisters at Mt. View won't get any of that. They'll stay in an elementary building through 8th grade, without the same opportunities or preparation for high school. That doesn't feel fair.

Please don't take those experiences away from them.

Thank you for listening.

Good evening, my name is Krystal Overvig, and I'm a parent at Mt. View.

I need to be really honest, this plan doesn't feel fair. Six elementary schools will be K-6 and send their kids on to a proper junior high. But Mt. View? We're the only ones being forced into a K-8.

That means my younger three kids, and every other kid at Mt. View, won't get the middle school experience. And middle school is not just two extra grades. It's where kids branch out, try electives like band or art, join sports teams, and make friends outside their little elementary bubble. It's where they start figuring out who they are before stepping into high school.

I've seen this firsthand. My oldest is an 8th grader right now, and middle school has been huge for him. He's grown so much because of the opportunities he's had. He's in electives, he's playing sports, he's meeting new friends, and I can see how much more prepared he is for high school because of that.

So it breaks my heart to think that my younger three won't get those same chances. They'll just stay in elementary while their classmates across the district are moving on, getting those middle school experiences. And for what reason? To save money?

That's what this feels like. Mt. View families are being asked to carry the weight of the district's financial problems. We're being told it's about "equity," but how is it equity to take opportunities away from one group of kids while everyone else keeps them?

Our kids matter just as much as every other kid in Corvallis. They deserve the same pathway, the same chances, the same preparation for high school. Please don't make Mt. View the sacrifice school.

Thank you.

## VIII. INTEGRATED GUIDANCE



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Melissa Harder

Meeting Date: September 11, 2025

### **Integrated Guidance Annual Report**

**No Action Required**

#### Background

Each year, school districts are required to provide a report on progress toward outcomes for their Integrated Guidance plan. District staff must post this report on the district website and present it to the school board.

The Annual Report is attached.

#### Involvement

District staff: Melissa Harder

#### Cost Impact

None

#### Function

Review and discussion.



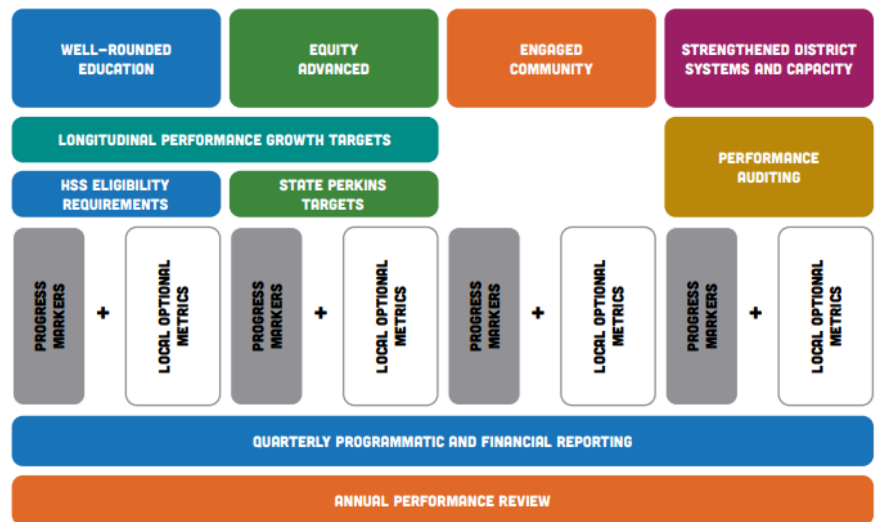
# Annual Report for Integrated Guidance 2024-2025

## September 11, 2025

### Background

Integrated Guidance is an effort by the Oregon Department of Education to strategically combine the application and reporting requirements for multiple funds that support public schools. For the 2023 - 2025 biennium, these funds included High School Success and Perkins funds, Early Indicator and Intervention Systems funds, and Student Investment Account funds. Reporting on spending and progress markers occurs quarterly. This Annual Report for 2024–2025 marks the conclusion of our district’s 2023–2025 Integrated Guidance funding.

Districts are required by statute to review progress and present an annual report in the form of three narrative responses. The report must be presented to the school board and posted to the district website. Because we are in year 2 of the biennium, we are also reviewing actual metric rates compared to previously created Longitudinal Performance Growth Targets (LPGTs).



### Oregon Department of Education - Question 1.

As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan and your Longitudinal Performance Growth Targets (LPGT)/Local Optional Metrics (LOM)?

Discuss at least one Outcome where you have seen progress in implementation.

As we review our work and reflect on the implementation of our Integrated Guidance Plan, our district team recognizes that progress on our performance goals is advancing the Outcomes and Strategies outlined in the 2023–2025 plan.

One outcome where we have seen progress is “All students participate in real-world learning, with a global perspective, that prepares them for an ever-changing future.” We invested in this outcome by using Integrated Guidance funds, which include High School Success and Perkins funds, Early Indicator and Intervention Systems funds, and Student Investment Account funds.

In the area of CTE, Corvallis School District designed an industry-standard culinary space at CVHS, providing students with hands-on, career-aligned experience. This fall, students will also benefit from a new industry-standard health occupations learning space, expanding opportunities in high-demand fields. We also continue to offer middle school students STEM electives to spark curiosity in science, technology, engineering, and math. In our elementary schools, we increased partnerships with local natural resource sustainability groups to ensure meaningful outdoor learning opportunities for students.

To ensure all students are ready for college or career, we implemented a college and career learning software system to support students and parents in knowing how to read transcripts, develop and engage with individual or personal education plans, and have resources to track their progress toward graduation. We continue to host a college and career fair for 11th graders and support all high school students with work-based learning career center specialists at each high school.

**Oregon Department of Education - Question 2.**

Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with?

Discuss at least one Outcome where you have seen challenges or barriers to implementation.

The outcome where we are experiencing barriers, challenges, and impediments to progress is, “Student identity (race, culture, socioeconomic status, language, ability, gender, gender identity, or sexual orientation) does not predict or predetermine success in school.”

Our equity work spans more than a decade and has become deeply ingrained in the educational experience we provide our students and families. In the past biennium, we have implemented an instructional materials adoption process that vets instructional materials against our Racial Educational Equity Policy and aspects of our 5D+ evaluation system focused on culturally relevant instruction. We hired equity coaches to support traditionally marginalized student groups, train staff on equitable practices, and participate in data team meetings. We improved systems that support data collection and analysis to inform equity-based decision-making. And we provided professional learning for teachers on mitigating bias and expanding college-level opportunities for all students.

But those achievements, and our plans for the next biennium in the area of equitable systems, are challenged by a presidential administration that does not recognize the value of equity and inclusion and is withholding federal funding that is critical to the success of this work. Our most significant barrier to equity and inclusion work in our district will be detrimental decisions made by the federal government and the U.S. Department of Education.

### Oregon Department of Education - Question 3.

Review actual metric rates compared to previously created LPGT and share reflection on progress. Describe how activities are supporting progress towards targets and if any shifts in strategy implementation are planned for the future based upon current progress. Include specific metrics and target types in your reflection.

### Specific Metrics

Note: Grantees who set LPGTs in the 2023 application cycle are expected to review the 2023-24 LPGTs, the 2023-24 actual metrics, and the 2023-24 difference.

	<b>Group</b>	<b>2023-24 LPGT</b>	<b>2023-24 Actual</b>	<b>2023-24 Difference</b>
<b>9th Grade On Track</b>	Baseline Target: All Students	85.00%	87.80%	2.80%
	Stretch Target: All Students	87.00%	87.80%	0.80%
	Gap-Closing Target: All Focal Group Students	80.20%	81.90%	1.70%
	Difference Between Baseline and Gap-Closing	4.80%	5.95%	
	<b>Group</b>	<b>2023-24 LPGT</b>	<b>2023-24 Actual</b>	<b>2023-24 Difference</b>
<b>3rd Grade ELA Proficiency</b>	Baseline Target: All Students	39.00%	51.30%	12.30%
	Stretch Target: All Students	49.00%	51.30%	2.30%
	Gap-Closing Target: All Focal Group Students	22.00%	37.10%	15.10%
	Difference Between Baseline and Gap-Closing	17.00%	14.16%	
	<b>Group</b>	<b>2023-24 LPGT</b>	<b>2023-24 Actual</b>	<b>2023-24 Difference</b>
<b>Regular Attenders</b>	Baseline Target: All Students	62.00%	69.60%	7.60%
	Stretch Target: All Students	64.00%	69.60%	5.60%
	Gap-Closing Target: All Focal Group Students	46.20%	63.40%	17.20%

	Difference Between Baseline and Gap-Closing	15.80%	6.19%	
	<b>Group</b>	<b>2023-24 LPGT</b>	<b>2023-24 Actual</b>	<b>2023-24 Difference</b>
<b>Four-Year Cohort Graduation</b> Cohort includes students who were first-time ninth graders in 2019-20 graduating in 2022-23	Baseline Target: All Students	90.60%	86.60%	-4.00%
	Stretch Target: All Students	91.40%	86.60%	-4.80%
	Gap-Closing Target: All Focal Group Students	85.50%	78.10%	-7.40%
	Difference Between Baseline and Gap-Closing	5.10%	8.51%	
	<b>Group</b>	<b>2023-24 LPGT</b>	<b>2023-24 Actual</b>	<b>2023-24 Difference</b>
<b>Five-Year Cohort Completion</b> Cohort Includes students who were first-time ninth graders in 2018-19, finishing in 2022-23.	Baseline Target: All Students	>95%	94.10%	
	Stretch Target: All Students	>95%	94.10%	
	Gap-Closing Target: All Focal Group Students	92.80%	90.90%	-1.90%
	Difference Between Baseline and Gap-Closing		3.20%	

### 9th Grade On Track

In 2023–24, we saw growth for all students and focal group students in this metric. To improve 9th grade student engagement at high school, our schools adopted new math instructional materials and funded access to engaging summer learning opportunities, including credit recovery and an Algebra math mindset camp. Our school data teams worked diligently to analyze student outcomes with attention to focal groups. We will continue this work into the next academic year.

### 3rd Grade ELA Proficiency

Our third-grade students grew in reading proficiency by 12% in 2023-24. More critically, our focal group students grew by 15%. This progress reflects the impact of effective curriculum and instruction, the use of culturally relevant practices, and ongoing professional development. The Early Literacy Grant has started to make an impact on reading instruction for students in kindergarten through third grade so we hope to continue this growth.

### Regular Attenders

Our regular attender rate increased in 2023-24 by 7.60% for all students and 17.20% for focal group students. We will maintain course on our work in this area that includes better engagement strategies at all grade levels, welcoming and inclusive school environments, and intentional work to engage families in understanding how important each day of school is for overall success.

**Four-year Cohort Graduation**

Although our graduation rate declined by 4% for all students and 7.40% for focal group students, we will continue with our work to broaden high school curricular options in CTE to support more students, offer a Senior seminar course to support graduating seniors with post-secondary planning, and maintain our Grad Coaches at each high school to lead data teams and refine intervention systems.

**Five-Year Cohort Completion**

Our five-year completion rate remains high, even though we had a dip of 1.90% for focal group students. We will continue to offer summer school credit recovery options for our students who need that opportunity to complete their credits in the summer.

IX. NOMINATIONS FOR OREGON SCHOOL BOARDS ASSOCIATION (OSBA)  
BOARD OF DIRECTORS AND LEGISLATIVE POLICY COMMITTEE POSITIONS



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Nelson, Board Secretary  
Meeting Date: September 11, 2025

### **Nominations for Oregon School Boards Association (OSBA) Board of Directors and Legislative Policy Committee Positions**

#### **ACTION REQUESTED**

#### Background

The Oregon School Boards Association is organized as one general state association with up to 24 regionally elected representatives established across 14 geographic regions to support member participation and representation. Corvallis falls within Linn/Benton/Lincoln Region #10.

In odd-numbered years, member boards vote to elect regional representatives for even-numbered positions on the OSBA Board of Directors and Legislative Policy Committee.

Nominations are now open for the OSBA election. Candidates for the OSBA Board of Directors and Legislative Policy Committee (LPC) must be nominated by official action of a member board within their region. Nominations close on September 30, 2025.

#### **ACTION REQUESTED:**

Nominate Board members to positions on the OSBA Board of Directors and OSBA Legislative Policy Committee.

#### **MOTIONS REQUESTED:**

##### **Motion 1:**

"I move that the Corvallis School Board nominate [insert candidate name] for the OSBA Board of Director position #10."

##### **Motion 2:**

"I move that the Corvallis School Board nominate [insert candidate name] for the OSBA Legislative Policy Committee position #10."

X. CONSOLIDATED ACTION (8:55 PM)\*

A. Taxi Services Contract Award - Dial-A-Bus of Benton County



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Operations  
Meeting Date: September 11, 2025

### **Taxi Services Contract Award - Dial-A-Bus of Benton County**

### **ACTION REQUESTED**

#### **BACKGROUND:**

The Corvallis School District provides individualized transportation services for more than 200 students daily. Students receive individualized services for a number of reasons including, but not limited to, physical, mental or emotional needs, provisions under the McKinney Vento law, transportation needs funded by DHS, or any transportation service that cannot be accommodated on a regular home to school route. Individualized transportation services are provided by school bus, taxi service, and on rare occasions through mileage reimbursement.

Staff advertised a Request for Proposals for Taxi-like services on June 23, 2025. Five proposals were received on July 15, 2025. Proposals were reviewed and scored and the top three firms were interviewed: Dial-a-Bus of Benton County, Buckled In, and First Student.

Upon consideration of all components of the selection process, Dial-A-Bus was selected for its exceptional commitment to student welfare and operational excellence, scoring the highest after two rounds of evaluation. Key factors in this decision include:

- **Modernized Fleet:** Dial-A-Bus's investment in a modern fleet of company-owned vehicles ensures a high standard of safety and comfort, contributing to students feeling secure during transit.
- **Highly Trained Employee Drivers:** All Dial-A-Bus drivers are direct employees, not contractors. This allows Dial-A-Bus to maintain the highest standards for its personnel, including rigorous training and accountability.
- **Specialized Student Care:** Dial-A-Bus focuses on care and other specialized training tailored to meet the diverse needs of students.
- **Commitment to Education:** Dial-A-Bus demonstrates a strong understanding of the importance of getting students to school safely and on time, aligning with the District's educational mission.
- **Local Community Partner:** As a part of the Corvallis community, Dial-A-Bus possesses invaluable local knowledge, and their dedicated safety personnel and dispatch operations further enhance student safety. This enables them to provide

flexible after-hours requests and on-demand service with minimal wait times for students and families.

Corvallis School District 509J is dedicated to creating an inclusive and equitable educational setting for all students, with a mission to cultivate wellness and community. This partnership with Dial-A-Bus reinforces the District's commitment to providing exceptional learning experiences.

COST IMPACT:

Dial-a-Bus proposed \$6.75 per mile, representing no increase from the 24/25 school year. Seventy percent of the billable home to school miles is reimbursed through the state school fund.

ACTION REQUESTED:

Authorize staff to enter into a multi-year contract with Dial-a-Bus of Benton County..

MOTION REQUESTED:

"I move that staff be authorized to enter into a contract with Dial-a-Bus of Benton County for Taxi Services to support individualized student transportation as outlined in the request for proposal dated June 23, 2025."



# Corvallis

SCHOOL DISTRICT

This Service Contract is made and entered into by and between:

<b>Corvallis School District 509J</b> Attention: Business Services 1555 SW 35th Street   PO Box 3509J Corvallis Oregon, 97339	<b>“District”</b>	<b>Dial-A-Bus of Benton County</b> 4077 SW Research Way Corvallis, OR 97333	<b>“Provider”</b>
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both each a “Party,” and together the “Parties.”

**TERM:** This Service Contract is effective **07/01/25** to **06/30/36**, unless extended, terminated, or renewed in accordance with its terms.

**RENEWAL OPTION:** This Service Contract may not be renewed beyond the term date noted above. Provider may update their pricing/billing rates annually on or before March 1 of each year to be effective the following July 1.

**COMPENSATION:** Payments will be made only for completed and accepted Deliverables and Services and will be made in accordance with the payment schedule and requirements set forth below.

**INVOICES:** Provider may submit invoices in accordance with the Payment Schedule set forth below, if no Payment Schedule is set forth therein, then no more frequently than once per month for accepted Deliverables and Service. The invoices must describe all Services performed with particularity, including the dates Provider performed the Services for which it is requesting payment, and by whom the Services were performed and shall itemize and explain all expenses that this Service Contract requires District to pay and for which Provider claims reimbursement. District will not pay or reimburse any expenses incurred by Provider during the completion of the Services except as authorized in this Service Contract or explicitly authorized by District in writing. All invoices must be submitted to [accounts.payable@corvallis.k12.or.us](mailto:accounts.payable@corvallis.k12.or.us).

**PAYMENT SCHEDULE:** Payments shall be made monthly within 45 days of receipt of properly completed invoices for Deliverables and Services.

**AGREEMENT DOCUMENTS:**

- RFP/RFQ Document
- Statement of Work
- General Terms and Conditions
- Insurance Exhibit
- Civil Rights Assurance Statement (Federally Funded Services/Deliverables)
- HIPAA Business Associate Service Contract Provisions
- Other: 2025-26 Rate Sheet

**AGREEMENT CONTACTS:** The Parties’ Representatives for this Service Contract are shown below.

District Print Name: Kim Patten Title: Operations Director E-Mail: kim.patten@corvallis.k12.or.us Phone: 541-757-5877	Provider Print Name: Steven Harder Title: Executive Director E-Mail: Steven.Harder@co.benton.or.us Phone: 541-752-2615
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**AUTHORIZED SIGNATURES:**

District   <hr/> Authorized Signature  Date : _____  Print Name: Lauren Wolfe Title: Finance Director E-Mail: lauren.wolfe@corvallis.k12.or.us Phone: 541-757-5811	Provider   <hr/> Authorized Signature  Date : _____  Print Name: Steven Harder Title: Executive Director E-Mail: Steven.Harder@co.benton.or.us Phone: 541-752-2615
--	--

*Not a valid Service Contract until all signatories are complete*

*This Service Contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Corvallis School District Public Contracting Rules*

# CORVALLIS SCHOOL DISTRICT 509J



## COVER PAGE

Request for Proposals (RFP)

OregonBuys Bid Number S-P02509-00014183 for

## INDIVIDUAL TRANSPORTATION SERVICES ("TAXI LIKE")

Date of Issue: 6/23/2025

RFP Due: 7/15/2025 9:00AM

Single Point of Contact : Maria McEldowney, Accounting Manager

Attention:	Business Services
Address:	1555 SW 35th St
City, State, Zip	Corvallis, Oregon 97333
Phone (voice)	541-757-3900
E-mail:	maria.mcelandey@corvallis.k12.or.us

The Corvallis School District does not discriminate on the basis of age, citizenship, color, disability, gender expression, gender identity, national origin, parental or marital status, race, religion, sex, or sexual orientation in its programs and activities, and provides equal access to designated youth groups.

## SECTION 1: GENERAL INFORMATION

### **PURPOSE**

Corvallis School District 509J (CSD) is issuing this Request for Proposal for safe, reliable, and efficient individualized transportation services via school activity vehicles (“taxi like transportation services”). CSD is issuing this solicitation pursuant to its authority under ORS 279A.050 and ORS 279A.140. CSD is using the Competitive Sealed Proposal method set forth in ORS 279B.060 and OAR 125-247-0260.

### **PERIOD OF CONTRACT**

CSD anticipates the award of one Contract from this solicitation. The initial term of the Contract is anticipated to be from the date the original contract is signed by both parties through June 30, 2028 with options to renew up to four additional one-year terms (through June 30, 2032).

### **SCHEDULE**

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

<b>Event</b>	<b>Date</b>	<b>Time</b>
Date of Issue	6/23	
RFP Protest Ends	7/1	4:00 PM
Pre-Proposal Conference	7/1	10:00 AM
Questions / Requests for Clarifications Due	7/1	4:00 PM
Answers to Questions/ Requests for Clarifications Issued (approx.)	7/4	
RFP Due	7/15	9:00 AM
Opening	7/15	9:00 AM
Presentations, Demonstrations, or Interviews (if needed)	TBD	
Issuance of Notice to Award (approx.)	7/18	
Award Protest Ends	7 days after Notice of Award	

### **SINGLE POINT OF CONTACT (SPC)**

The SPC for this solicitation is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the solicitation only to the SPC.

### **PUBLIC NOTICE**

The solicitation and attachments are published on <https://www.csd509j.net/departments/business-services/> under Public Procurement Opportunities and in the State of Oregon’s electronic procurement system OregonBuys at <https://oregonbuys.gov/>. Documents will not be mailed to prospective Proposers. Modifications, if any, to this solicitation will be made by written Amendment(s) published in OregonBuys. Prospective Proposer is solely responsible for checking CSD website and/or OregonBuys to determine whether or not any Amendment(s) have been issued.

### **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will be held at the date and time listed in the Schedule. Pre-Proposal conference is a virtual meeting via <https://csd509j.zoom.us/j/81391270062> Meeting ID: 813 9127 0062. Prospective Proposers’ participation in this conference is mandatory.

The purpose of the Pre-Proposal conference is to:

- Provide additional description of the project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the Pre-Proposal conference are not binding upon the District. Proposers may be asked to submit questions in Writing.

## **QUESTIONS / REQUESTS FOR CLARIFICATIONS**

All inquiries, whether relating to the solicitation process, administration, deadline or method of award, or to the intent or technical aspects of the solicitation must be delivered in writing to the SPC via email; reference the OregonBuys bid number; identify Proposer's name and contact information; refer to the specific area of the solicitation being questioned (i.e. page, section and paragraph number); and be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

## **SOLICITATION PROTESTS**

Prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the Sample Contract (if provided). This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest as provided below. Protests to the RFP must be received by the due date and time identified in the Schedule.

Prospective Proposer may submit a Written protest of anything contained in an Amendment. Protests to an Amendment, if issued, must be submitted by 5:00 p.m. Pacific Time on the second Business Day following the issuance of the Amendment or the date/time specified in the Amendment, or they will not be considered. Protests of matters not added or modified by the Amendment will not be considered.

All solicitation protests must:

- Be delivered in writing to the SPC via email with subject line 'RFP Protest'
- Reference the OregonBuys bid number;
- Identify Proposer's name and contact information;
- Be sent by an authorized representative;
- State the reason for the protest including:
  - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based; and
- State the proposed changes to the RFP provisions or other relief sought.

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements.

## SECTION 2: SCOPE OF WORK

### 2.1 About Corvallis School District

Corvallis School District is the 20<sup>th</sup> largest school district in the State of Oregon. We serve around 5,700 students in Corvallis, Oregon, and the surrounding areas. The District is dedicated to creating an inclusive and equitable educational setting for all students, with a mission to cultivate wellness and community. The District values strong partnerships that support our mission of providing exceptional learning experiences and maintaining efficient operations. Our schools include seven elementary schools, two middle schools, two high schools, and alternative programs. Vendors must demonstrate an understanding of the specific needs of an educational institution and the importance of timely and dependable service.

### 2.2 Overview of Services

The District seeks a highly qualified Proposer to deliver safe, reliable, and efficient individualized transportation services via school activity vehicles ("taxi like transportation services"). School activity vehicle means a vehicle, other than a school bus, that is used to transport students to or from authorized school activities, also known as Type 10 vehicle. Taxi services are needed for approximately 50-70 students on regular school days/calendar. Taxi services for other non-school days will vary. The Proposer will be responsible for providing taxi like transportation services for a diverse student population, which may include:

- **Students with Special Needs (Disabilities, Medically Fragile):** The Proposer shall provide specialized transportation services for students with special needs, demonstrating expertise in accessible vehicle provisioning, personalized service delivery, and specialized driver training. Proposer must provide access to wheelchair-accessible vehicles and those that can accommodate other child restraint systems and safety support systems.
- **Students in Foster Care or Covered by the McKinney-Vento Homeless Assistance Act:** The Proposer shall provide flexible and responsive transportation solutions to support students in custody of DHS and experiencing homelessness, including dynamic route management, adapting routes and schedules to accommodate frequent changes in student living situations.
- **Early Childhood Education Students:** The Proposer shall ensure the safe and age-appropriate transport of early childhood education students.
- **Students Attending Specialty Programs:** The Proposer shall provide reliable and timely transportation for students attending specialized educational placements by providing out-of-District transport.
- **Other Individualized Transport as Needed:** The Proposer shall provide individualized transportation services for students with unique circumstances not explicitly covered in the preceding sections. This may include, but is not limited to, transportation for students experiencing temporary medical conditions, behavioral challenges requiring specialized transport, or other situations requiring tailored transportation solutions as determined by the District. The Proposer must be able to adapt quickly and efficiently to these unique needs, ensuring safe and reliable transportation.

#### 2.2.1 Service Hours

Transportation Services must be available to meet individual student needs. While peak service hours are typically 6:30 AM to 9:30 AM and 1:30 PM to 5:30 PM on school days, required service hours are not limited to these times. The Proposer must also be prepared to provide transportation outside of peak hours, including before 6:30 AM and after 5:30 PM, on weekends, holidays, other non-school days, and during summer months. Specific times and calendar dates for each student's transportation request will be detailed during the Request for Individual Transportation Services.

#### 2.2.2 On-time Performance

The District places a high value on consistent and dependable transportation services. The Proposer shall ensure that all students are delivered to school a minimum of 15 minutes prior to the official school bell time. Deliveries prior to the school's readiness to receive students are prohibited, except under pre-approved, case-by-case arrangements.

A pick-up or drop-off is deemed "On-Time" if it occurs within a 10-minute window of the scheduled time.

The Proposer must be aware that the authorization for a student to be left unattended at their school or home drop-off location may vary. The specific requirement for a parent/guardian or authorized employee to be present at the drop-off location shall be outlined in the Request for Individual Transportation Services.

The Proposer will provide a daily report to the District Transportation Department detailing any instance of a 10-minute or greater delay at a scheduled pick-up or drop-off, any alteration in service level, any service refusal, or any other service interruption. This report must specify the reason for the disruption. Delays exceeding 15 minutes must be immediately communicated to the District Transportation Department and the affected school and/or family.

### **2.2.3 Orders and Service Changes**

All transportation services and service modifications will be initiated and authorized through communication from the District Transportation Department. The necessary information to initiate transportation service or modify existing service will be provided electronically by the District Transportation Department. Under no circumstances shall the Proposer initiate new service or implement changes without prior authorization from the District Transportation Department, unless a voucher number is provided as outlined below. Any expenses or liabilities incurred by the Proposer for actions taken without District authorization will be the sole responsibility of the Proposer.

Within 72 hours the Proposer will provide the District with written documentation of vehicle number, pick up and drop off times, and verification of parent notification to initiate service (name, date, time). Proposer will provide similar reports monthly with updated vehicle number and pickup/drop off times for each student.

In situations requiring immediate transportation service, the District will issue a voucher number. This voucher number authorizes the holder to arrange one-time or short-term service (up to three days, unless expressly extended by the District Transportation Department) with the Proposer. Voucher-based services must be billed as a separate line item on invoices, clearly referencing the applicable voucher number

### **2.3 Compliance with Applicable Law, Rules, and Regulation**

Proposer must comply with all provisions of the State of Oregon Motor Vehicle Code, Oregon Department of Education, Corvallis School District and all other federal, state, and local laws, rules, and regulations applicable to the types of Transport Services provided including, but not limited to, the following laws, codes, and regulations:

- Oregon Department of Education Type 10 requirements for drivers, vehicles, and mechanics. Type 10 requirements
- Oregon Department of Education Driving and Criminal Records.
- OAR 581-053-0050 Fingerprinting Non-licensed Personnel in Public Schools OAR 581-021-0500
- Oregon Health Authority, Division 33, Standards for Secured Transportation Provider 309-033-0432 Oregon Health Authority, Division 33
- OHA, Division 33, Client rights with regards to a Secured Transportation Provider 309-033- 0435. Oregon Health Authority, Division 33
- OHA, Division 33, Mechanical Restraint by a Secured Transportation Provider 309-033- 0437. Oregon Health Authority, Division 33
- Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99) FERPA 34 CR part 99
- Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 Health Insurance Portability and Accountability Act of 1996

Proposer shall ensure ongoing compliance with all applicable federal, state, and local laws, rules, and regulations throughout the term of the contract, and shall remain apprised of any updates or amendments to the laws, rules, and regulations referenced herein.

## **2.4 Pupil Transportation Operation**

The Proposer shall employ and maintain a sufficient number of qualified drivers and support personnel to ensure continuous and reliable transportation services for the District.

The District reserves the right to request action regarding any Proposer employee whose performance is deemed unsatisfactory, based on feedback, complaints, or other observations. The Proposer shall address such requests promptly and responsibly, which may include the employee's removal from providing services for the District.

### **2.4.1 Driver Requirements**

Proposer is solely responsible for all licensing, training, certification, background checks, and DMV (ARS) costs. An authorized official shall provide a signed certification that the driver has completed or shall complete all requirements prior to transporting any District passengers.

Driver requirements -- Each driver shall:

1. Be at least 21 years of age;
2. Possess a valid driver license or Oregon commercial driver license. The Oregon Department of Education may approve an out-of-state operator's license if consistent in provision with the required Oregon license;
3. Possess a valid first aid card; i.e., an American Red Cross First Aid program requirements or an equivalent course;
4. Pass a driving and criminal records check by meeting requirements specified in OAR 581-053-0006(8);
5. Receive emergency procedure and evacuation training, vehicle pretrip inspection training, student confidentiality training, and all other training as determined necessary by Proposer and/or District.
6. Receive specialized training designed for special education transportation prior to transporting students with disabilities;
7. Be judged by an authorized official as having the ability to operate the Type 10 vehicle safely and to perform related duties. Examples of related duties include, but are not limited to, handling stressful situations such as mechanical breakdowns, traffic accidents, and unruly students;
8. Be placed on an approved driver list maintained at the Oregon department of Education by filing **Form 581-2279**.

### **2.4.2 Driving and Criminal Records**

The Oregon Department of Education shall review the driving record of each applicant for certification or approval as a school bus or school activity driver. Applicants who have held a driver license in a state other than Oregon anytime during the preceding three-year period may be required to furnish a copy of the driving record from each state in which the applicant has held a driver license to ODE. If the driver currently holds a driver license from another state, the driving record shall be printed no more than 30 days prior to the date received by ODE. ODE shall review the criminal record of each applicant for certification or approval as a school bus or school activity driver.

Proposer shall immediately notify the District and ODE if they have reason to believe any change has occurred in an employed driver's criminal or driving record that could affect the driver's qualifications under the provisions of OAR 581-053-0050.

### **Automated Reporting Service (ARS)**

- Proposer shall maintain an active account with the Oregon Department of Motor Vehicles (DMV) Automated Reporting Service (ARS) at their own expense.
- The purpose of this service is to receive immediate notification of any changes to a driver's record, including convictions, accidents, suspensions, cancellations, or revocations.

### **2.4.3 Driver Conduct**

Driver conduct -- Each driver shall:

1. Require that all student passengers are properly secured in their assigned safety equipment before transport. This includes but is not limited to seat belts, child safety restraint systems and safety support systems. Drivers shall use all securement straps and attachments for students with adaptive/assistive devices in a manner consistent with their design.
2. Maintain order in the vehicle at all times. The inside of the vehicle shall be kept clean. Make certain that all aisles and passageways are kept clear.
3. See that all doors on the vehicle are kept closed while the vehicle is in motion. Drivers will engage child safety locks on passenger doors unless specifically directed otherwise by District.
4. Transport one student at a time, unless provided special authorization by District officials. Driver will not allow other passengers in the vehicle (siblings, parents, guardian, etc.) unless provided special authorization by District officials.
5. Require all student passengers to ride in the back seat of the vehicle, unless provided special authorization by District officials.
6. Not use tobacco in the vehicle, on District property, or within visual distance of students. Driver shall not permit passengers to use tobacco on the vehicle.
7. Not be under the influence of any alcoholic beverage or any drug likely to affect the person's ability to operate a vehicle safely while on duty.
8. Not consume any alcoholic beverage regardless of its alcoholic content or any drug likely to affect a person's ability to operate a vehicle safely while on duty or within eight hours before going on duty to operate or to have physical control of a pupil-transporting vehicle.
9. Not permit signs of any kind to be attached to the vehicle except those specifically permitted by law or regulation.
10. Not permit animals in the vehicle; however, service animals are allowed as are other assistance animals and guide/assistance animals in training with special authorization by District officials. Driver shall accommodate the safe transportation of a student's service animal unless its behavior poses a direct threat to the health or safety of others. Proposer will obtain necessary information from the animal's owner regarding its functions and commands relevant to transportation. District is not responsible for providing, training, or the behavior of service animals
11. Not permit firearms, other weapons, or potentially hazardous materials in the vehicle.
12. Secure any article in the passenger compartment likely to cause injury to a passenger in the event of an accident.
13. Not fill the fuel tank while passengers are in the vehicle or while the motor is running.
14. Not leave the vehicle when passengers are aboard until the motor is shut off, the brakes set, a manual transmission put in gear and the key removed from the ignition.
15. Report as soon as possible to the proper official any deficiency, damage or malfunction of any equipment or component of the vehicle.
16. Not alter routes unless approved by school authorities.
17. Drivers must immediately notify the District if a student is a no-show at their designated pickup location for any scheduled trip.
18. Wear District-issued identification badges, which must be easily visible at all times. The Proposer is responsible for ensuring badges are current and obtaining replacements as needed.
19. Not use a cell phone, with or without a hands free device, while driving a school bus unless summoning medical or other emergency help if no other person in the vehicle is capable of summoning help.

## **2.5 Student Management**

### **2.5.1 Student Management**

The Proposer is responsible for student management, customer communications and documenting issues that occur with the students, parents or school staff. Communication with the District is a key part of student management. The Proposer is required to immediately communicate any incidents or service issues to the District Transportation Department and follow-up in writing within 24 hours. Proposer is

required to adhere to the District's Pupil Transportation Referral Process and collaborate with school behavior support staff and administration to support student success during transport. It is the responsibility of the School Administrator to discipline students if it becomes necessary.

### 2.5.2 Student Behavior

If a student's behavior becomes disruptive or dangerous during a trip, every effort should be made to take the student to his or her assigned school or residential address. If student behavior becomes unmanageable or unsafe, the driver should pull over and contact the School or the District for instructions. The Proposer will immediately communicate incidents, behavioral, or health issues arising while being transported to the District Student Transportation Department, and document in writing within 24 hours.

The ultimate responsibility and authority to suspend or expel, or deny, any pupil from transportation services hereunder shall rest with the District. Proposer's drivers are responsible only for such discipline as is required to properly operate Proposer's vehicles. Each driver shall handle all disciplinary matters in strict accordance with District policy.

### 2.5.3 Positive Behavior Reinforcement

The District employs a Positive Behavior Intervention System (PBIS) to incentivize students with small positive wins. Deployment of this approach should be done with consultation of the student's school staff. District will provide in-service training annually for all drivers.

### 2.6 Student Safety Equipment

The Proposer will purchase and supply all safety equipment required to safely and securely transport District passengers. The Proposer shall train Drivers to operate all authorized safety equipment per manufacturer's recommendations for the safe transport of passengers. The Proposer shall confirm that each passenger is safely secured in the assigned transport vehicle before and during transport using appropriate equipment. Equipment may include, but not be limited to:

1. **Child Safety Restraint System (CSRS):**
  - Different styles of CSRSs will be used based on the child's age, weight, and height.
  - CSRSs used in vans and sedans must be models that accommodate the child's age, weight, and height.
  - CSRSs must be properly installed according to CSRS manufacturer and vehicle instructions.
  - All manufacturers' recommendations must be followed when using a mix of equipment.
  
2. **Safety Support System (SSS):**
  - It is the responsibility of the District to discuss and approve the use of an SSS during a student's IEP meeting. Use of an SSS must be added to the service summary page prior to use.
  - The Proposer cannot deploy or discontinue use of an SSS without authorization by the District Student Transportation Department.
  - The Proposer must coordinate with the customer and District to get each student passenger's measurements at the beginning of each school year, at the beginning of summer school, and at other times as needed to ensure the proper fit and use of equipment as the student's needs change.
  - The Proposer must coordinate with the customer and District to obtain student measurement information and to complete the Student Equipment Measurement form.
  - All special order vests must go through the District. The Proposer will obtain a Release of Authorization form signed by the customer and will return it to the District.
  - The Proposer will use only SSS vests and seat mounts that have been crash tested and are approved for use in sedans and vans.
  - SSSs must be properly installed according to SSS manufacturer and vehicle instructions. All manufacturers' recommendations must be followed.

3. **Wheelchair/Mobility Scooter:**

- Standard and Motorized: The Proposer shall confirm that the student is safely secured to the chair by using the lap shoulder belt and the chair is safely secured to the vehicle using the 4-point tie-down system before transport.
- Mobility Scooters: The Proposer is responsible to provide safety assistance for student transfer to the transport vehicle seat.
- Crutches and walkers need to be safely secured in the vehicle by the Proposer.

4. **Seat Belt Buckle Guards (BG):**

- The use of a BG must be authorized by the program, parent, and/or guardian before it is used during student transport. If there is a student safety concern during taxi transport, the driver may use a BG without authorization in their best judgment.
- The Proposer must notify the District Transportation Department immediately of the use of BGs without prior authorization.

All safety equipment will meet or exceed all applicable equipment codes and regulations and will be approved for use in the vehicle in which it is installed. All expired or recalled equipment will be removed from service immediately.

Prior to initiating an individual taxi service transport, the Proposer will confirm the Driver is able and appropriately trained to operate all safety equipment according to manufacturer's recommendations for the safe transportation of the assigned passenger.

**2.7 Fleet Acquisition, Maintenance and Inspection**

The Proposer shall provide a sufficient number of vehicles to efficiently transport all passengers as directed by the District, including adequate spare vehicles to ensure uninterrupted service. All vehicles used for transportation under this Agreement must meet Oregon Department of Education (ODE) specifications and requirements. The Proposer shall obtain written ODE approval for all vehicles and provide documentation of such approval to the District for review. Written District approval is required before any vehicle can be used for services under this Agreement.

Upon entry into Oregon, all school buses and school activity vehicles shall conform to the Oregon minimum standards currently in force as they apply to each vehicle and to the Federal Motor Vehicle Safety Standards in place at time of manufacture, prior to transporting students. Transportation entities shall not transport students in any school bus or school activity vehicle until: (a) The school bus or school activity vehicle license approval **Form 2251-M** has been received by ODE certifying that the vehicle meets all applicable minimum standards; and (b) The transportation entity has received approval from ODE. OAR 581-053-0070.

School buses and school activity vehicles shall be maintained in safe operating condition and shall meet or exceed the minimum standards in effect at the time of purchase, as well as any subsequently adopted standards that are applicable to the vehicle. OAR 581-053-0070.

The transportation entity shall keep vehicle maintenance records for each vehicle used to transport students. These records shall be available to ODE and/or District upon request. Records shall be kept for every service, adjustment or repair of the following items and shall include date and mileage (**Form 581-2255-M**).

Proposer is solely responsible for all associated maintenance and inspections costs.

**2.7.1 Required Vehicle Equipment**

Proposer shall ensure all school activity vehicles are equipped with the following systems and emergency supplies. Systems must be operational whenever students are present. Proposer shall inspect all system components and emergency supplies and maintain them in good working condition.

1. **District-approved two-way radio** or equivalent communication system. Proposer shall provide the District with all communication frequencies and necessary means for monitoring, as requested by the District. The communication system must provide adequate coverage throughout the District's service area.
2. **District-approved digital monitoring systems**, including camera, video/audio recording device, and microphone. Systems shall maintain high-quality digital video and audio recordings. Recording equipment shall have the capacity to store recordings for a minimum of 2 weeks. Video surveillance of students is confidential and considered the property of the District. Proposer shall not allow unauthorized viewing of recordings. Access to the recordings will only be granted by the District.
3. **24-unit first aid kit**, in accordance with requirements set forth in OAR 581-053-0517(13)(e).
4. U.L. approved five pound-2A.10BC **fire extinguisher** (plastic head not permissible), in accordance with OAR 581-053-0517(13)(d).
5. D.O.T. approved **triangular disabled vehicle road reflectors**, in accordance with OAR 581-053-0517(13)(b).

#### 2.7.2 Type 10 Daily Inspection

The Proposer shall ensure the following is inspected daily for each school activity vehicle:(i) Windshield and wipers; (ii) All outside lights; (iii) Service door, emergency door and buzzer; (iv) Tires and wheel lug nuts; (v) Battery, belts, oil and coolant level; (vi) Horns; (vii) Brakes; (viii) Steering; (ix) Exhaust system; (x) Emergency equipment; and (xi) See that lights, windshield and mirrors are clean.

#### 2.7.3 Annual Inspection

1. Proposer shall have all vehicles used in transporting pupils inspected annually by inspectors holding current school bus inspection certification and certify to ODE that all deficiencies have been corrected before September 1 each year. ODE shall furnish forms for the inspection and for the certification reports (**Form 581-2255-M**).
2. Any person performing an annual school bus or school activity vehicle inspection and signing the Annual Vehicle Inspection and Maintenance Report form 581-2255-M, or performing repairs on a school bus or school activity vehicle, must successfully complete a test administered by the Oregon Department of Education ([buslicense@ode.oregon.gov](mailto:buslicense@ode.oregon.gov)) or designee and be certified over the contents of the School Bus Maintenance and Inspection Manual for Oregon School Buses, current edition.
3. ODE and/or District personnel may inspect school buses and school activity vehicles at any time or upon request of transportation entities. ODE and District may investigate accidents and examine school buses and school activity vehicles involved in accidents as ODE and District considers necessary.
4. Upon inspection of school buses or school activity vehicles by ODE and/or District personnel, the Proposer shall be notified in writing of deficiencies. Such deficiencies shall be corrected within 30 days. If Proposer is unable to correct the deficiency within 30 days, the transportation entity may submit a written request for an extension of time to ODE and/or District. Such request may be granted, provided the deficiency does not affect the safety of students or public, and is not contrary to Oregon Motor Vehicle Laws.
5. ODE and/or District personnel may issue a written order that a vehicle is unsafe and shall not be used to transport students when there is reason to believe that a deficiency is such that continued operation of the vehicle may jeopardize the safety of students or public.
6. Proposer shall notify ODE and District in writing that the deficiency is corrected before transporting students in a vehicle that has been declared unsafe in section of this rule.

## **2.8 Accidents & Breakdowns**

All vehicle accidents/breakdowns or student incidents occurring while providing service to the District must be reported to the District Transportation Office immediately after securing the scene, followed by a written report. All vehicle accidents must be reported while providing service to the District regardless of whether District passengers were present.

Proposer shall address accidents and breakdown, including evacuations, in their Safety Plan.

### *Written Reports*

- **Transportation Incident Protocol Form** shall be submitted the same day as the accident/incident
- **Student Injury Report** shall be submitted within 12 hours after the vehicle accident or student incident to the District Transportation Office.
- **Form 581-2250-M** a copy shall be submitted within 24 hours after the vehicle accident to the District Transportation Office.

### *ODE & DMV Reports*

It is Proposer's responsibility to report all accidents in compliance with the laws and regulations of the Oregon Department of Education and governing Department of Motor Vehicles.

1. As required, School Bus Accident Report **Form 581-2250** shall be submitted within 72 hours after the accident to the Oregon Department of Education, Pupil Transportation Services, Salem, Oregon 97310-0203. This report must be filed regardless of fault, or the location of the accident. OAR 581-053-0015 (y). In the case of an accident involving serious injury or death, ODE shall be notified immediately. ODE may investigate accidents and examine school buses and school activity vehicles involved in accidents as ODE considers necessary.
2. As required, Traffic Accident and Insurance Report **Form 735-3** shall be submitted within 72 hours after the accident to the Oregon Department of Motor Vehicles, Salem, Oregon 97310-0203.

## **2.9 Safety Program**

The Proposer shall be responsible for developing, implementing, and maintaining a comprehensive Safety Program that aligns with the Oregon Department of Education Pupil Transportation standards and fully complies with all applicable federal, state, and local laws, rules, and regulations. The Proposer's Safety Program must, at a minimum, encompass the following key elements:

- **Driver Qualification and Training:** Proposer shall describe employment qualifications and initial and ongoing training for drivers that meet or exceed the Requirements stated in the District's Request for Proposals (see Driver Requirements).
- **Regular Driver Performance Monitoring:** Implementation of a robust system for monitoring driver performance and adherence to safety protocols. This shall include, at a minimum, documented ride checks conducted by a qualified Driver Trainer or Supervisor at least once every three months for each driver providing transportation services.. These ride checks must evaluate driving practices with specific attention to safety, proper vehicle operation, effective student management, adherence to assigned schedules, and compliance with all applicable laws, rules, and regulations. Documentation of these ride checks shall be maintained and made available to the District upon request.
- **Drug and Alcohol Testing:** A comprehensive drug and alcohol testing program that meets or exceeds state and federal requirements, including pre-employment, reasonable suspicion, post-accident, and random testing.
- **Accident and Incident Reporting and Analysis:** Clear procedures for the prompt reporting, thorough investigation, and comprehensive analysis of all accidents, incidents, and safety concerns. The Proposer shall implement corrective actions based on the findings of these analyses to prevent recurrence.
- **Vehicle Maintenance and Inspection Program:** A rigorous program for the regular maintenance and inspection of all vehicles to ensure they are in safe operating condition at all times, meeting or exceeding ODE standards. Detailed maintenance records shall be maintained and available for review.

- Compliance: To ensure ongoing compliance, the Proposer shall describe the specific methods they will utilize to stay informed of any changes to student transportation laws, regulations, guidelines, and best practices. This may include, but is not limited to, dedicated staff responsible for monitoring ODE communications, active participation in industry associations, subscription to relevant ODE newsletters and updates, and regular review of the ODE Pupil Transportation website.
- Continuous Improvement: A commitment to the ongoing review and improvement of the Safety Program based on best practices, incident data, and regulatory updates. The Proposer shall adopt a proactive approach to identifying and resolving potential issues or concerns. When challenges arise, the Proposer will communicate openly with the District, propose solutions, and work collaboratively to implement effective resolutions in a timely manner. The District values a collaborative and communicative partnership with its Proposer to ensure the successful delivery of transportation services. The Proposer shall be committed to building and maintaining a positive and mutually beneficial relationship with the District.

The Proposer shall submit a comprehensive written copy of its Safety Program to the District annually for review and approval. Any updates or revisions to the Safety Program during the contract period must also be submitted to the District for review and approval prior to implementation. The Proposer shall provide detailed documentation of its Safety Program to the District for review upon request and shall be prepared to discuss its implementation and effectiveness. The District reserves the right to audit the Proposer's Safety Program to ensure compliance with the terms of this Agreement and applicable regulations.

### **2.10 Records and Reports**

The Proposer shall maintain accurate and comprehensive records related to the provision of transportation services, ensuring compliance with all applicable federal, state, and local regulations, including those of the Oregon Department of Education (ODE) and the Oregon Department of Transportation (ODOT). The following records and reports, including but not limited to, shall be maintained and made available to the District upon request:

- Form 2251-M School Activity Vehicle License Approval
- Form 581-2279 Approval Request for Drivers of Type 10 Pupil Transporting Vehicles
- Form 581-2255-M Annual Vehicle Inspection and Maintenance Report
- Safety Program (as detailed in the Safety Program and Compliance section of this agreement)
- On-time Performance data related to student pick-up and drop-off delays
- Form 581-2250-M School Bus Accident Report
- Form 735-3 Traffic Accident and Insurance Report
- Transportation Incident Protocol Form
- Student Injury Report
- DMV ARS report for all drivers providing service to the District
- Copy of driving record, driver's license, training certifications, and applicable permits

The District shall be copied (cc'd) on any report or written communication submitted by the Proposer to the Oregon Department of Education (ODE).

In addition to the reports specifically listed, the District reserves the right to request other reports and documentation from the Proposer, including but not limited to, detailed information on fleet maintenance, operational performance metrics, and financial records related to the services provided under this Agreement. The Proposer shall cooperate fully with such requests and provide the requested information in a timely and organized manner.

All records and reports must be maintained in accordance with applicable legal and regulatory requirements and for the duration specified therein or as otherwise directed by the District. The Proposer shall ensure the confidentiality and security of all student-related information in accordance with FERPA and other relevant privacy laws.

### **2.11 Invoice and Compensation**

Proposer will invoice the District monthly for services provided from the first to the last day of the month. Invoices must be submitted electronically in a District-approved format and are due to the District no later

than the 10th of the following month. The billing detail will be on a per trip basis. The following data may be required in reports and invoices:

- Student Last Name
- Student First Name
- Pick-up Address
- Drop-off Address
- Trip Cost
- No-Show Cost (if applicable)
- Cancellation Fee (if applicable)
- Additional Charges/Credits (with explanation)
- Total Adjusted Amount (including all trip-related fees per student)
- Date of Service
- Service Period (AM, MD, PM)
- Driver Name (Last, First)
- Vehicle Number
- Vehicle Type (Sedan, Secure, Van)
- School
- Qualifier

The District will only pay for trips where transportation service was provided. Any additional expenses require prior written approval from the District before being included in an invoice. The District will not reimburse the Proposer for any expenses incurred while performing services. Any action by the Proposer that conflicts with the statement of work is unauthorized and will be the sole financial responsibility of the Proposer. The Proposer will not be compensated for any action deemed unauthorized by the District.

### **2.12 Fuel**

Proposer, at its own expense, shall procure, supply, and store all fuel required for the performance of this Agreement. Fueling should be conducted when vehicles are not transporting District passengers.

### **2.13 Inclement Weather and School Closure**

The District will notify the Proposer of delayed school openings, school closures, or canceled school sessions as soon as practically possible following official announcements.

The Proposer shall provide transportation services during inclement weather or emergency conditions unless:

1. Trips are officially canceled by the District.
2. Trips are explicitly canceled by a parent or guardian.
3. Proposer shall immediately notify District if they are unable to transport due to unsafe conditions within District boundaries or service area.

The Proposer is responsible for communicating with parents/guardians regarding any necessary alternate pickup/drop-off locations due to inclement weather conditions. This communication should be timely and clear.

### **2.14 Cancellation Policy and No-Show**

- **Family Notification:** The District asks families to notify the Contractor in advance if a student will not require transportation for a scheduled trip.
- **District Notification of Cancellations:** The District will promptly notify the Contractor of any known student transportation cancellations.
- **Official Service Changes:** All modifications to service or permanent cancellations must be communicated in writing from the District Transportation Office. (Note: Families are not authorized to make changes to transportation services, other than cancellations).
- **Late Cancellation Definition:** Cancellations received less than 60 minutes prior to the student's scheduled pick-up time will be classified and treated as a no call/no show.
- **Contractor Reporting of No-Shows:** The Contractor is responsible for immediately reporting any instance where a student's trip is not cancelled but the student does not meet the vehicle (no call, no show).

- **Confirmation of Remaining Service After Cancellation/No-Show:** If a student's AM or mid-day trip is cancelled or missed (no call, no show), the Contractor must confirm with the District whether transportation is required for any remaining scheduled trips that day *before* dispatching a vehicle for those trips. The District will not be liable for any no-show charges if this confirmation is not documented by the District.

### **2.15 Parent/Guardian Communication**

The Proposer will establish and maintain communication with parents/guardians to ensure effective coordination of transportation services, addressing the following:

- Service start date and any parent-specific calendar conflicts.
- Established pickup and drop-off times, driver's name, vehicle number, and detailed location specifics (street address, driveway/parking constraints).
- Identification of authorized adults for drop-off, if required.
- Alternate pickup/drop-off locations for inclement weather

### **2.16 District Communication and Collaboration**

The District is committed to fostering a strong and collaborative partnership with the Proposer to ensure the effective delivery of transportation services. The Proposer shall embrace a collaborative approach, recognizing the District's expertise in student needs and local context, while contributing their specialized knowledge in transportation services.

To facilitate a productive working relationship, the following principles and mechanisms for communication and collaboration shall be implemented: designated points of contact, regularly scheduled meetings, clear communication protocols, collaborative problem solving, performance monitoring and review, feedback mechanisms, joint training and professional development, and amendments and adaptability.

### **2.17 Civil Rights Assurance**

The District is a recipient of Foster Care Title IV-E for student transportation (federally funding related to Students in Foster Care and Covered by the McKinney-Vento Homeless Assistance Act). Entities applying for or receiving federal financial assistance from the DHS must provide assurances of nondiscrimination in their programs and activities, extending this obligation to subcontractors and other participants. The successful proposer hereby agrees that it will comply with:

- [Title VI of the Civil Rights Act of 1964](#) which prohibits discrimination on the basis of race, color, or national origin.
- [Language Access](#): National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Recipients must take reasonable steps to ensure that LEP persons have meaningful access to their programs and activities.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs and activities.
- [Section 504 of the Rehabilitation Act of 1973](#), as amended, which prohibits discrimination on the basis of disability, and requires that recipients have procedures to handle disability-related requests, which may include requests for auxiliary aids and services and requests for reasonable modifications of policies, practices, and procedures.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- U.S. Department of Homeland Security regulation 6 CFR Part 19, which prohibits recipient organizations that provide social services from discriminating against individuals on the basis of religion.

### **SECTION 3: PROPOSAL INFORMATION**

To be considered for evaluation, Proposals must contain each of the following elements:

1. Executive Summary
  - a. Briefly describe how Proposer would carry out the major activities of this project defined in SCOPE OF WORK. Address any specifications the Proposer is unable to meet defined in SCOPE OF WORK.
  - b. A summary of qualifications, relevant experience, organizational structure, etc.
  - c. Must include authorized representative signature.
2. Persons
  - a. Specify key persons to be assigned to this project and include a current resume or summary for each key person that demonstrates the person's qualifications/credentials and experience for the Work described in this RFP.
3. References
  - a. Provide 3 references from current or former client firms for similar projects performed for any clients within the last 3 years. References must be able to verify the quality of previous, related Work. Proposer shall submit reference names, contact information, and short description of project/services.
  - b. CSD may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. District may use references to obtain additional information, or verify any information needed. District may contact any reference (submitted or not) to verify Proposer's qualifications.
4. Fleet/Equipment
  - a. Provide a list of vehicles in your fleet which would be used for transportation of students. Include in the description of vehicles Make, Model, Year, Condition, Last Inspection Date, ODE School Activity Vehicle License Approval (Yes/No) and any special features (example: Wheelchair Lift Door, Securement System, etc.)
  - b. Describe two-way radio or equivalent communication system.
  - c. Describe digital monitoring systems, including camera, video/audio recording device, and microphone (including capacity to store recordings).
  - d. Provide a list of student safety equipment which would be used for transportation of students. Include in the description of equipment Condition, Last Inspection Date.
5. Safety Program
  - a. Include a copy/draft of your Safety Plan. The Safety Plan should meet section 2.9 Safety Program of this RFP.
6. Fee Proposal
  - a. Provide Fees as specified in Attachment B and Attachment C.
7. Samples
  - a. Proposer may provide other documents to verify the quality of previous, related Work.

#### **PROPOSAL FORMAT**

Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposer shall submit one copy of its Proposal and all other submittal requirements. Proposer shall mark "Confidential" on all attachments to its Proposal that the Proposer believes are exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478). If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478)

Proposer also shall submit a fully redacted version of its Proposal, clearly identified as the redacted version.

Proposer may submit its Proposal electronically through email or by physical copy.

### **PROPOSAL DELIVERY OPTIONS**

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Opening. CSD is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

- Electronic Delivery through Email
  - Proposal submission should be submitted electronically through email to maria.mcelandowney@corvallis.k12.or.us with subject line **INDIVIDUAL TRANSPORTATION SERVICES**.
- Alternative Delivery Option: Delivery through Mail or Parcel Carrier
  - A Proposal may be submitted through the mail or via parcel carrier and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the bid title. It must be sent to the attention of the SPC at the address listed on the Cover Page.
- Alternative Delivery Option: Delivery in Person
  - A Proposal may be hand delivered and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Opening, during CSD's normal Monday – Friday business hours of 8:00 a.m. to 5:00 p.m. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

### **PROPOSAL MODIFICATION OR WITHDRAWAL**

If a Proposer wishes to make modifications to a submitted Proposal, the Proposer must submit its modification to the SPC prior to Opening. If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC.

### **PROPOSAL DUE**

A Proposal (including all required submittal items) must be received by the SPC on or before Opening. All Proposal modifications or withdrawals must also be received prior to Opening. A Proposal received after Opening is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

### **OPENING**

A public Opening will be held on the date and time listed in the Schedule. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued.

### **PROPOSAL REJECTION**

CSD may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with District employees or officials other than the SPC or persons authorized by the SPC, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.

## SECTION 4: EVALUATION & AWARD INFORMATION

### EVALUATION

CSD, if it awards a Contract, will award a Contract to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected; however, District may waive mistakes in accordance with OAR 125-247-0470.

SCORE	EXPLANATION
10	OUTSTANDING - Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
6 – 9	VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted.
5	ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.
1 – 4	FAIR – Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.
0	RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.

Following scoring and ranking of Proposals, based on the qualifications-based criteria referenced above the sealed Price Proposals from Proposers will be opened and scored as follows:

- Proposer with the lowest Price Proposal will receive 20 points.
- Proposer with the second lowest Price Proposal will receive 10 points.
- Proposer with the third lowest Price Proposal will receive 5 points.
- All other Proposers will receive 0 points

Pre-proposal attendance	Pass/Fail
Overall Proposal Responsiveness to RFP	10
Key Persons	10
References	10
Fleet/Equipment Overview	10
Safety Plan	10
Price	20
<b>Total Points Possible</b>	<b>70</b>

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members).

District may, in District's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, District will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

## **NEXT STEP DETERMINATION**

At the conclusion of a round of competition, District may choose to conduct additional round(s) of competition if in the best interest of the District. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

If District conducts two or more rounds of competition, the SPC will determine the cumulative score for Proposers advancing through all rounds of competition by adding the scores from each completed round. The Proposer with the highest cumulative score will receive the highest final ranking.

## **AWARD INFORMATION**

CSD may award less than the full Scope of Work described in this solicitation.

CSD will notify all Proposers in Writing that CSD intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.

Failure to meet established performance standards set forth in the final Contract may include, but are not limited to: reducing or withholding payment; requiring the Proposer to perform, at the Proposer's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declaring a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

## **AWARD PROTEST**

An Affected Proposer shall have 7 calendar days from the date of the Intent to Award notice to file a Written protest. A Proposer is an Affected Proposer only if the Proposer would be eligible for Contract/Price Agreement award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- District has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- District abused its discretion in rejecting the protestor's Proposal as non-Responsive.
- District's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If District receives only one Proposal, District may dispense with the evaluation process and Intent to Award protest period and proceed with Contract/Price Agreement Negotiations and award.

All award protests must:

- Be delivered in writing to the SPC via email with subject line 'Award Protest'
- Reference the OregonBuys bid number;
- Identify Proposer's name and contact information;
- Be sent by an authorized representative;
- Specify the grounds for the protest; and
- Be received within 7 calendar days of the Intent to Award notice.

District will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by District.

## **APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS**

Proposer(s) who are selected for a Contract award under this solicitation will be required to submit additional information and comply with the following:

- Insurance
  - Prior to award, Proposer shall secure and demonstrate to CSD proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit A.
- Taxpayer Identification Number
  - Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by CSD or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.
- Business Registry
  - If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract/Price Agreement. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

## **SECTION 5: ADDITIONAL INFORMATION**

### **PUBLIC INSPECTION**

All Proposals are public records and are subject to public inspection after CSD issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is exempt from disclosure.

Proposals, including supporting materials, will not be returned to Proposer, except in the case of Proposals that were submitted late and rejected by CSD.

### **CANCELLATION OF SOLICITATION; REJECTION OF PROPOSAL; NO DAMAGES.**

Pursuant to ORS 279B.100, CSD may reject any or all Proposals in-whole or in-part, or may cancel this solicitation at any time when the rejection or cancellation is in the best interest of the District, as determined by CSD. CSD is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the solicitation or a Contract/Price Agreement award, or the rejection of any Proposal.

### **COST OF SUBMITTING A PROPOSAL**

Proposer shall pay all costs incurred in connection with its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, and costs associated with protests.

### **RESOURCES**

- [ODE Pupil Transportation Type 10 Activity Vehicle Driver Manual](#)
- [Form 2251-M School Activity Vehicle License Approval](#)
- [Form 581-2279 Approval Request for Drivers of Type 10 Pupil Transporting Vehicles](#)
- [Form 581-2255-M Annual Vehicle Inspection and Maintenance Report](#)
- [Form 581-2250-M School Bus Accident Report](#)
- [Form 735-3 Traffic Accident and Insurance Report](#)
- [CSD Request for Individual Transportation Services](#)
- [CSD Transportation Incident Protocol](#)
- [CSD Pupil Transportation Referral](#)

### **ATTACHMENTS**

- ATTACHMENT A: INSURANCE REQUIREMENTS
- ATTACHMENT B: PRICING PROPOSAL
- ATTACHMENT C: PRICING PROPOSAL

**Amendments to Request for Proposals (RFP)**  
**OregonBuys Bid Number S-P02509-00014183 for**  
**INDIVIDUAL TRANSPORTATION SERVICES (“TAXI LIKE”)**  
**Issued: 7/2/2025**

1. Transportation Facility (**ADDITION**)

- Impacted RFP Section(s): n/a
- The District shall not be responsible for providing, nor shall it supply, any facilities to the Contractor for the performance of services under this Contract. This includes, but is not limited to, bus barns, administrative offices, vehicle maintenance spaces, parking areas, or any other operational or storage facilities. The Contractor is solely responsible for procuring and maintaining all necessary facilities at its own expense. Proposer’s vehicle facility shall be located within the Corvallis School District boundary, unless authorized in writing by the District.

2. Wheelchair Accessible Vehicles (**REVISION**)

- Impacted RFP Section(s): Section 2.2; Section 2.6
- Proposer is not required to provide access to wheelchair- accessible vehicles. This service is covered by the District’s contract with Student Transportation Services of America (STA) through school buses.

3. In-Person Delivery of Proposal (**REVISION**)

- Impacted RFP Section(s): Section 3
- Proposers are now advised that the District Office will not maintain normal business hours during the month of July and will be closed to the public. For in-person delivery, it is mandatory that the Proposer pre-arrange a specific time with the Single Point of Contact (SPC) to drop-off their proposal.

**Amendments to Request for Proposals (RFP)**  
**OregonBuys Bid Number S-P02509-00014183 for**  
**INDIVIDUAL TRANSPORTATION SERVICES (“TAXI LIKE”)**  
**Issued: 7/3/2025**

4. Pricing Proposal (**REVISION**)

- Impacted Attachments: ‘Pricing Proposal Attachment C’ (Excel)
- Proposers are advised to include the Amended ‘Pricing Proposal Attachment C’ with their Proposal. Trip Pricing Scenarios ‘Trip C’ and ‘Trip D’ added.
  - i. Trip C reflects multiple riders (rideshare) on a single vehicle;
  - ii. Trip D reflects District Employee “Bus Rider” required to accompany student.

## SCOPE OF WORK

### 1.1 About Corvallis School District

Corvallis School District is the 20<sup>th</sup> largest school district in the State of Oregon. We serve around 5,700 students in Corvallis, Oregon, and the surrounding areas. The District is dedicated to creating an inclusive and equitable educational setting for all students, with a mission to cultivate wellness and community. The District values strong partnerships that support our mission of providing exceptional learning experiences and maintaining efficient operations. Our schools include seven elementary schools, two middle schools, two high schools, and alternative programs. Vendors must demonstrate an understanding of the specific needs of an educational institution and the importance of timely and dependable service.

### 1.2 Overview of Services

The District seeks a highly qualified Contractor to deliver safe, reliable, and efficient individualized transportation services via school activity vehicles ("taxi like transportation services"). School activity vehicle means a vehicle, other than a school bus, that is used to transport students to or from authorized school activities, also known as Type 10 vehicle. Taxi services are needed for approximately 50-70 students on regular school days/calendar. Taxi services for other non-school days will vary. The Contractor will be responsible for providing taxi like transportation services for a diverse student population, which may include:

- **Students with Special Needs (Disabilities, Medically Fragile):** The Contractor shall provide specialized transportation services for students with special needs, demonstrating expertise in accessible vehicle provisioning, personalized service delivery, and specialized driver training. ~~Contractor must provide access to wheelchair accessible vehicles and those that can accommodate other child restraint systems and safety support systems.~~
- **Students in Foster Care or Covered by the McKinney-Vento Homeless Assistance Act:** The Contractor shall provide flexible and responsive transportation solutions to support students in custody of DHS and experiencing homelessness, including dynamic route management, adapting routes and schedules to accommodate frequent changes in student living situations.
- **Early Childhood Education Students:** The Contractor shall ensure the safe and age-appropriate transport of early childhood education students.
- **Students Attending Specialty Programs:** The Contractor shall provide reliable and timely transportation for students attending specialized educational placements by providing out-of-District transport.
- **Other Individualized Transport as Needed:** The Contractor shall provide individualized transportation services for students with unique circumstances not explicitly covered in the preceding sections. This may include, but is not limited to, transportation for students experiencing temporary medical conditions, behavioral challenges requiring specialized transport, or other situations requiring tailored transportation solutions as determined by the District. The Contractor must be able to adapt quickly and efficiently to these unique needs, ensuring safe and reliable transportation.

#### 1.2.1 Service Hours

Transportation Services must be available to meet individual student needs. While peak service hours are typically 6:30 AM to 9:30 AM and 1:30 PM to 5:30 PM on school days, required service hours are not limited to these times. The Contractor must also be prepared to provide transportation outside of peak hours, including before 6:30 AM and after 5:30 PM, on weekends, holidays, other non-school days, and during summer months. Specific times and calendar dates for each student's transportation request will be detailed during the Request for Individual Transportation Services.

#### 1.2.2 On-time Performance

The District places a high value on consistent and dependable transportation services. The Contractor shall ensure that all students are delivered to school a minimum of 15 minutes prior to the official school bell time. Deliveries prior to the school's readiness to receive students are prohibited, except under pre-approved, case-by-case arrangements.

A pick-up or drop-off is deemed "On-Time" if it occurs within a 10-minute window of the scheduled time.

The Contractor must be aware that the authorization for a student to be left unattended at their school or home drop-off location may vary. The specific requirement for a parent/guardian or authorized employee to be present at the drop-off location shall be outlined in the Request for Individual Transportation Services.

The Contractor will provide a daily report to the District Transportation Department detailing any instance of a 10-minute or greater delay at a scheduled pick-up or drop-off, any alteration in service level, any service refusal, or any other service interruption. This report must specify the reason for the disruption. Delays exceeding 15 minutes must be immediately communicated to the District Transportation Department and the affected school and/or family.

### 1.2.3 Orders and Service Changes

All transportation services and service modifications will be initiated and authorized through communication from the District Transportation Department. The necessary information to initiate transportation service or modify existing service will be provided electronically by the District Transportation Department. Under no circumstances shall the Contractor initiate new service or implement changes without prior authorization from the District Transportation Department, unless a voucher number is provided as outlined below. Any expenses or liabilities incurred by the Contractor for actions taken without District authorization will be the sole responsibility of the Contractor.

Within 72 hours the Contractor will provide the District with written documentation of vehicle number, pick up and drop off times, and verification of parent notification to initiate service (name, date, time). Contractor will provide similar reports monthly with updated vehicle number and pickup/drop off times for each student.

In situations requiring immediate transportation service, the District will issue a voucher number. This voucher number authorizes the holder to arrange one-time or short-term service (up to three days, unless expressly extended by the District Transportation Department) with the Contractor. Voucher-based services must be billed as a separate line item on invoices, clearly referencing the applicable voucher number

### 1.3 Compliance with Applicable Law, Rules, and Regulation

Contractor must comply with all provisions of the State of Oregon Motor Vehicle Code, Oregon Department of Education, Corvallis School District and all other federal, state, and local laws, rules, and regulations applicable to the types of Transport Services provided including, but not limited to, the following laws, codes, and regulations:

- Oregon Department of Education Type 10 requirements for drivers, vehicles, and mechanics. Type 10 requirements
- Oregon Department of Education Driving and Criminal Records.
- OAR 581-053-0050 Fingerprinting Non-licensed Personnel in Public Schools OAR 581-021-0500
- Oregon Health Authority, Division 33, Standards for Secured Transportation Provider 309-033-0432 Oregon Health Authority, Division 33
- OHA, Division 33, Client rights with regards to a Secured Transportation Provider 309-033- 0435. Oregon Health Authority, Division 33
- OHA, Division 33, Mechanical Restraint by a Secured Transportation Provider 309-033- 0437. Oregon Health Authority, Division 33
- Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99) FERPA 34 CR part 99
- Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 Health Insurance Portability and Accountability Act of 1996

Contractor shall ensure ongoing compliance with all applicable federal, state, and local laws, rules, and regulations throughout the term of the contract, and shall remain apprised of any updates or amendments to the laws, rules, and regulations referenced herein.

#### **1.4 Pupil Transportation Operation**

The Contractor shall employ and maintain a sufficient number of qualified drivers and support personnel to ensure continuous and reliable transportation services for the District.

The District reserves the right to request action regarding any Contractor employee whose performance is deemed unsatisfactory, based on feedback, complaints, or other observations. The Contractor shall address such requests promptly and responsibly, which may include the employee's removal from providing services for the District.

##### **1.4.1 Driver Requirements**

Contractor is solely responsible for all licensing, training, certification, background checks, and DMV (ARS) costs. An authorized official shall provide a signed certification that the driver has completed or shall complete all requirements prior to transporting any District passengers.

Driver requirements -- Each driver shall:

1. Be at least 21 years of age;
2. Possess a valid driver license or Oregon commercial driver license. The Oregon Department of Education may approve an out-of-state operator's license if consistent in provision with the required Oregon license;
3. Possess a valid first aid card; i.e., an American Red Cross First Aid program requirements or an equivalent course;
4. Pass a driving and criminal records check by meeting requirements specified in OAR 581-053-0006(8);
5. Receive emergency procedure and evacuation training, vehicle pretrip inspection training, student confidentiality training, and all other training as determined necessary by Contractor and/or District.
6. Receive specialized training designed for special education transportation prior to transporting students with disabilities;
7. Be judged by an authorized official as having the ability to operate the Type 10 vehicle safely and to perform related duties. Examples of related duties include, but are not limited to, handling stressful situations such as mechanical breakdowns, traffic accidents, and unruly students;
8. Be placed on an approved driver list maintained at the Oregon department of Education by filing **Form 581-2279**.

##### **1.4.2 Driving and Criminal Records**

The Oregon Department of Education shall review the driving record of each applicant for certification or approval as a school bus or school activity driver. Applicants who have held a driver license in a state other than Oregon anytime during the preceding three-year period may be required to furnish a copy of the driving record from each state in which the applicant has held a driver license to ODE. If the driver currently holds a driver license from another state, the driving record shall be printed no more than 30 days prior to the date received by ODE. ODE shall review the criminal record of each applicant for certification or approval as a school bus or school activity driver.

Contractor shall immediately notify the District and ODE if they have reason to believe any change has occurred in an employed driver's criminal or driving record that could affect the driver's qualifications under the provisions of OAR 581-053-0050.

##### **Automated Reporting Service (ARS)**

- Contractor shall maintain an active account with the Oregon Department of Motor Vehicles (DMV) Automated Reporting Service (ARS) at their own expense.
- The purpose of this service is to receive immediate notification of any changes to a driver's record, including convictions, accidents, suspensions, cancellations, or revocations.

### **1.4.3 Driver Conduct**

Driver conduct -- Each driver shall:

1. Require that all student passengers are properly secured in their assigned safety equipment before transport. This includes but is not limited to seat belts, child safety restraint systems and safety support systems. Drivers shall use all securement straps and attachments for students with adaptive/assistive devices in a manner consistent with their design.
2. Maintain order in the vehicle at all times. The inside of the vehicle shall be kept clean. Make certain that all aisles and passageways are kept clear.
3. See that all doors on the vehicle are kept closed while the vehicle is in motion. Drivers will engage child safety locks on passenger doors unless specifically directed otherwise by District.
4. Transport one student at a time, unless provided special authorization by District officials. Driver will not allow other passengers in the vehicle (siblings, parents, guardian, etc.) unless provided special authorization by District officials.
5. Require all student passengers to ride in the back seat of the vehicle, unless provided special authorization by District officials.
6. Not use tobacco in the vehicle, on District property, or within visual distance of students. Driver shall not permit passengers to use tobacco on the vehicle.
7. Not be under the influence of any alcoholic beverage or any drug likely to affect the person's ability to operate a vehicle safely while on duty.
8. Not consume any alcoholic beverage regardless of its alcoholic content or any drug likely to affect a person's ability to operate a vehicle safely while on duty or within eight hours before going on duty to operate or to have physical control of a pupil-transporting vehicle.
9. Not permit signs of any kind to be attached to the vehicle except those specifically permitted by law or regulation.
10. Not permit animals in the vehicle; however, service animals are allowed as are other assistance animals and guide/assistance animals in training with special authorization by District officials. Driver shall accommodate the safe transportation of a student's service animal unless its behavior poses a direct threat to the health or safety of others. Contractor will obtain necessary information from the animal's owner regarding its functions and commands relevant to transportation. District is not responsible for providing, training, or the behavior of service animals
11. Not permit firearms, other weapons, or potentially hazardous materials in the vehicle.
12. Secure any article in the passenger compartment likely to cause injury to a passenger in the event of an accident.
13. Not fill the fuel tank while passengers are in the vehicle or while the motor is running.
14. Not leave the vehicle when passengers are aboard until the motor is shut off, the brakes set, a manual transmission put in gear and the key removed from the ignition.
15. Report as soon as possible to the proper official any deficiency, damage or malfunction of any equipment or component of the vehicle.
16. Not alter routes unless approved by school authorities.
17. Drivers must immediately notify the District if a student is a no-show at their designated pickup location for any scheduled trip.
18. Wear District-issued identification badges, which must be easily visible at all times. The Contractor is responsible for ensuring badges are current and obtaining replacements as needed.
19. Not use a cell phone, with or without a hands free device, while driving a school bus unless summoning medical or other emergency help if no other person in the vehicle is capable of summoning help.

## **1.5 Student Management**

### **1.5.1 Student Management**

The Contractor is responsible for student management, customer communications and documenting issues that occur with the students, parents or school staff. Communication with the District is a key part of student management. The Contractor is required to immediately communicate any incidents or service issues to the District Transportation Department and follow-up in writing within 24 hours. Contractor is

required to adhere to the District's Pupil Transportation Referral Process and collaborate with school behavior support staff and administration to support student success during transport. It is the responsibility of the School Administrator to discipline students if it becomes necessary.

### 1.5.2 Student Behavior

If a student's behavior becomes disruptive or dangerous during a trip, every effort should be made to take the student to his or her assigned school or residential address. If student behavior becomes unmanageable or unsafe, the driver should pull over and contact the School or the District for instructions. The Contractor will immediately communicate incidents, behavioral, or health issues arising while being transported to the District Student Transportation Department, and document in writing within 24 hours.

The ultimate responsibility and authority to suspend or expel, or deny, any pupil from transportation services hereunder shall rest with the District. Contractor's drivers are responsible only for such discipline as is required to properly operate Contractor's vehicles. Each driver shall handle all disciplinary matters in strict accordance with District policy.

### 1.5.3 Positive Behavior Reinforcement

The District employs a Positive Behavior Intervention System (PBIS) to incentivize students with small positive wins. Deployment of this approach should be done with consultation of the student's school staff. District will provide in-service training annually for all drivers.

## 1.6 Student Safety Equipment

The Contractor will purchase and supply all safety equipment required to safely and securely transport District passengers. The Contractor shall train Drivers to operate all authorized safety equipment per manufacturer's recommendations for the safe transport of passengers. The Contractor shall confirm that each passenger is safely secured in the assigned transport vehicle before and during transport using appropriate equipment. Equipment may include, but not be limited to:

1. **Child Safety Restraint System (CSRS):**
  - o Different styles of CSRSs will be used based on the child's age, weight, and height.
  - o CSRSs used in vans and sedans must be models that accommodate the child's age, weight, and height.
  - o CSRSs must be properly installed according to CSRS manufacturer and vehicle instructions.
  - o All manufacturers' recommendations must be followed when using a mix of equipment.
  
2. **Safety Support System (SSS):**
  - o It is the responsibility of the District to discuss and approve the use of an SSS during a student's IEP meeting. Use of an SSS must be added to the service summary page prior to use.
  - o The Contractor cannot deploy or discontinue use of an SSS without authorization by the District Student Transportation Department.
  - o The Contractor must coordinate with the customer and District to get each student passenger's measurements at the beginning of each school year, at the beginning of summer school, and at other times as needed to ensure the proper fit and use of equipment as the student's needs change.
  - o The Contractor must coordinate with the customer and District to obtain student measurement information and to complete the Student Equipment Measurement form.
  - o All special order vests must go through the District. The Contractor will obtain a Release of Authorization form signed by the customer and will return it to the District.
  - o The Contractor will use only SSS vests and seat mounts that have been crash tested and are approved for use in sedans and vans.
  - o SSSs must be properly installed according to SSS manufacturer and vehicle instructions. All manufacturers' recommendations must be followed.

3. **Wheelchair/Mobility Scooter:**

- ~~o Standard and Motorized: The Contractor shall confirm that the student is safely secured to the chair by using the lap shoulder belt and the chair is safely secured to the vehicle using the 4 point tie down system before transport.~~
- o Wheelchairs/Mobility Scooters: The Contractor is responsible to provide safety assistance for student transfer to the transport vehicle seat.
- o Wheelchairs, mobility scooters, crutches and/or equipment need to be safely secured in the vehicle by the Contractor.

4. **Seat Belt Buckle Guards (BG):**

- o The use of a BG must be authorized by the program, parent, and/or guardian before it is used during student transport. If there is a student safety concern during taxi transport, the driver may use a BG without authorization in their best judgment.
- o The Contractor must notify the District Transportation Department immediately of the use of BGs without prior authorization.

All safety equipment will meet or exceed all applicable equipment codes and regulations and will be approved for use in the vehicle in which it is installed. All expired or recalled equipment will be removed from service immediately.

Prior to initiating an individual taxi service transport, the Contractor will confirm the Driver is able and appropriately trained to operate all safety equipment according to manufacturer's recommendations for the safe transportation of the assigned passenger.

**1.7 Fleet Acquisition, Maintenance and Inspection**

The Contractor shall provide a sufficient number of vehicles to efficiently transport all passengers as directed by the District, including adequate spare vehicles to ensure uninterrupted service. All vehicles used for transportation under this Agreement must meet Oregon Department of Education (ODE) specifications and requirements. The Contractor shall obtain written ODE approval for all vehicles and provide documentation of such approval to the District for review. Written District approval is required before any vehicle can be used for services under this Agreement.

Upon entry into Oregon, all school buses and school activity vehicles shall conform to the Oregon minimum standards currently in force as they apply to each vehicle and to the Federal Motor Vehicle Safety Standards in place at time of manufacture, prior to transporting students. Transportation entities shall not transport students in any school bus or school activity vehicle until: (a) The school bus or school activity vehicle license approval **Form 2251-M** has been received by ODE certifying that the vehicle meets all applicable minimum standards; and (b) The transportation entity has received approval from ODE. OAR 581-053-0070.

School buses and school activity vehicles shall be maintained in safe operating condition and shall meet or exceed the minimum standards in effect at the time of purchase, as well as any subsequently adopted standards that are applicable to the vehicle. OAR 581-053-0070.

The transportation entity shall keep vehicle maintenance records for each vehicle used to transport students. These records shall be available to ODE and/or District upon request. Records shall be kept for every service, adjustment or repair of the following items and shall include date and mileage (**Form 581-2255-M**).

Contractor is solely responsible for all associated maintenance and inspections costs.

**1.7.1 Required Vehicle Equipment**

Contractor shall ensure all school activity vehicles are equipped with the following systems and emergency supplies. Systems must be operational whenever students are present. Contractor shall inspect all system components and emergency supplies and maintain them in good working condition.

1. **District-approved two-way radio** or equivalent communication system. Contractor shall provide the District with all communication frequencies and necessary means for monitoring, as requested by the District. The communication system must provide adequate coverage throughout the District's service area.
2. **District-approved digital monitoring systems**, including camera, video/audio recording device, and microphone. Systems shall maintain high-quality digital video and audio recordings. Recording equipment shall have the capacity to store recordings for a minimum of 2 weeks. Video surveillance of students is confidential and considered the property of the District. Contractor shall not allow unauthorized viewing of recordings. Access to the recordings will only be granted by the District.
3. **24-unit first aid kit**, in accordance with requirements set forth in OAR 581-053-0517(13)(e).
4. U.L. approved five pound-2A.10BC **fire extinguisher** (plastic head not permissible), in accordance with OAR 581-053-0517(13)(d).
5. D.O.T. approved **triangular disabled vehicle road reflectors**, in accordance with OAR 581-053-0517(13)(b).

#### 1.7.2 Type 10 Daily Inspection

The Contractor shall ensure the following is inspected daily for each school activity vehicle:(i) Windshield and wipers; (ii) All outside lights; (iii) Service door, emergency door and buzzer; (iv) Tires and wheel lug nuts; (v) Battery, belts, oil and coolant level; (vi) Horns; (vii) Brakes; (viii) Steering; (ix) Exhaust system; (x) Emergency equipment; and (xi) See that lights, windshield and mirrors are clean.

#### 1.7.3 Annual Inspection

1. Contractor shall have all vehicles used in transporting pupils inspected annually by inspectors holding current school bus inspection certification and certify to ODE that all deficiencies have been corrected before September 1 each year. ODE shall furnish forms for the inspection and for the certification reports (**Form 581-2255-M**).
2. Any person performing an annual school bus or school activity vehicle inspection and signing the Annual Vehicle Inspection and Maintenance Report form 581-2255-M, or performing repairs on a school bus or school activity vehicle, must successfully complete a test administered by the Oregon Department of Education ([buslicense@ode.oregon.gov](mailto:buslicense@ode.oregon.gov)) or designee and be certified over the contents of the School Bus Maintenance and Inspection Manual for Oregon School Buses, current edition.
3. ODE and/or District personnel may inspect school buses and school activity vehicles at any time or upon request of transportation entities. ODE and District may investigate accidents and examine school buses and school activity vehicles involved in accidents as ODE and District considers necessary.
4. Upon inspection of school buses or school activity vehicles by ODE and/or District personnel, the Contractor shall be notified in writing of deficiencies. Such deficiencies shall be corrected within 30 days. If Contractor is unable to correct the deficiency within 30 days, the transportation entity may submit a written request for an extension of time to ODE and/or District. Such request may be granted, provided the deficiency does not affect the safety of students or public, and is not contrary to Oregon Motor Vehicle Laws.
5. ODE and/or District personnel may issue a written order that a vehicle is unsafe and shall not be used to transport students when there is reason to believe that a deficiency is such that continued operation of the vehicle may jeopardize the safety of students or public.
6. Contractor shall notify ODE and District in writing that the deficiency is corrected before transporting students in a vehicle that has been declared unsafe in section of this rule.

### **1.8 Accidents & Breakdowns**

All vehicle accidents/breakdowns or student incidents occurring while providing service to the District must be reported to the District Transportation Office immediately after securing the scene, followed by a written report. All vehicle accidents must be reported while providing service to the District regardless of whether District passengers were present.

Contractor shall address accidents and breakdown, including evacuations, in their Safety Plan.

#### *Written Reports*

- **Transportation Incident Protocol Form** shall be submitted the same day as the accident/incident
- **Student Injury Report** shall be submitted within 12 hours after the vehicle accident or student incident to the District Transportation Office.
- **Form 581-2250-M** a copy shall be submitted within 24 hours after the vehicle accident to the District Transportation Office.

#### *ODE & DMV Reports*

It is Contractor's responsibility to report all accidents in compliance with the laws and regulations of the Oregon Department of Education and governing Department of Motor Vehicles.

1. As required, School Bus Accident Report **Form 581-2250** shall be submitted within 72 hours after the accident to the Oregon Department of Education, Pupil Transportation Services, Salem, Oregon 97310-0203. This report must be filed regardless of fault, or the location of the accident. OAR 581-053-0015 (y). In the case of an accident involving serious injury or death, ODE shall be notified immediately. ODE may investigate accidents and examine school buses and school activity vehicles involved in accidents as ODE considers necessary.
2. As required, Traffic Accident and Insurance Report **Form 735-3** shall be submitted within 72 hours after the accident to the Oregon Department of Motor Vehicles, Salem, Oregon 97310-0203.

### **1.9 Safety Program**

The Contractor shall be responsible for developing, implementing, and maintaining a comprehensive Safety Program that aligns with the Oregon Department of Education Pupil Transportation standards and fully complies with all applicable federal, state, and local laws, rules, and regulations. The Contractor's Safety Program must, at a minimum, encompass the following key elements:

- **Driver Qualification and Training:** Contractor shall describe employment qualifications and initial and ongoing training for drivers that meet or exceed the Requirements stated in the District's Request for Proposals (see Driver Requirements).
- **Regular Driver Performance Monitoring:** Implementation of a robust system for monitoring driver performance and adherence to safety protocols. This shall include, at a minimum, documented ride checks conducted by a qualified Driver Trainer or Supervisor at least once every three months for each driver providing transportation services.. These ride checks must evaluate driving practices with specific attention to safety, proper vehicle operation, effective student management, adherence to assigned schedules, and compliance with all applicable laws, rules, and regulations. Documentation of these ride checks shall be maintained and made available to the District upon request.
- **Drug and Alcohol Testing:** A comprehensive drug and alcohol testing program that meets or exceeds state and federal requirements, including pre-employment, reasonable suspicion, post-accident, and random testing.
- **Accident and Incident Reporting and Analysis:** Clear procedures for the prompt reporting, thorough investigation, and comprehensive analysis of all accidents, incidents, and safety concerns. The Contractor shall implement corrective actions based on the findings of these analyses to prevent recurrence.
- **Vehicle Maintenance and Inspection Program:** A rigorous program for the regular maintenance and inspection of all vehicles to ensure they are in safe operating condition at all times, meeting

or exceeding ODE standards. Detailed maintenance records shall be maintained and available for review.

- Compliance: To ensure ongoing compliance, the Contractor shall describe the specific methods they will utilize to stay informed of any changes to student transportation laws, regulations, guidelines, and best practices. This may include, but is not limited to, dedicated staff responsible for monitoring ODE communications, active participation in industry associations, subscription to relevant ODE newsletters and updates, and regular review of the ODE Pupil Transportation website.
- Continuous Improvement: A commitment to the ongoing review and improvement of the Safety Program based on best practices, incident data, and regulatory updates. The Contractor shall adopt a proactive approach to identifying and resolving potential issues or concerns. When challenges arise, the Contractor will communicate openly with the District, propose solutions, and work collaboratively to implement effective resolutions in a timely manner. The District values a collaborative and communicative partnership with its Contractor to ensure the successful delivery of transportation services. The Contractor shall be committed to building and maintaining a positive and mutually beneficial relationship with the District.

The Contractor shall submit a comprehensive written copy of its Safety Program to the District annually for review and approval. Any updates or revisions to the Safety Program during the contract period must also be submitted to the District for review and approval prior to implementation. The Contractor shall provide detailed documentation of its Safety Program to the District for review upon request and shall be prepared to discuss its implementation and effectiveness. The District reserves the right to audit the Contractor's Safety Program to ensure compliance with the terms of this Agreement and applicable regulations.

#### **1.10 Records and Reports**

The Contractor shall maintain accurate and comprehensive records related to the provision of transportation services, ensuring compliance with all applicable federal, state, and local regulations, including those of the Oregon Department of Education (ODE) and the Oregon Department of Transportation (ODOT). The following records and reports, including but not limited to, shall be maintained and made available to the District upon request:

- Form 2251-M School Activity Vehicle License Approval
- Form 581-2279 Approval Request for Drivers of Type 10 Pupil Transporting Vehicles
- Form 581-2255-M Annual Vehicle Inspection and Maintenance Report
- Safety Program (as detailed in the Safety Program and Compliance section of this agreement)
- On-time Performance data related to student pick-up and drop-off delays
- Form 581-2250-M School Bus Accident Report
- Form 735-3 Traffic Accident and Insurance Report
- Transportation Incident Protocol Form
- Student Injury Report
- DMV ARS report for all drivers providing service to the District
- Copy of driving record, driver's license, training certifications, and applicable permits

The District shall be copied (cc'd) on any report or written communication submitted by the Contractor to the Oregon Department of Education (ODE).

In addition to the reports specifically listed, the District reserves the right to request other reports and documentation from the Contractor, including but not limited to, detailed information on fleet maintenance, operational performance metrics, and financial records related to the services provided under this Agreement. The Contractor shall cooperate fully with such requests and provide the requested information in a timely and organized manner.

All records and reports must be maintained in accordance with applicable legal and regulatory requirements and for the duration specified therein or as otherwise directed by the District. The Contractor shall ensure the confidentiality and security of all student-related information in accordance with FERPA and other relevant privacy laws.

### **1.11 Invoice and Compensation**

Contractor will invoice the District monthly for services provided from the first to the last day of the month. Invoices must be submitted electronically in a District-approved format and are due to the District no later than the 10th of the following month. The billing detail will be on a per trip basis. The following data may be required in reports and invoices:

- Student Last Name
- Student First Name
- Pick-up Address
- Drop-off Address
- Trip Cost
- No-Show Cost (if applicable)
- Cancellation Fee (if applicable)
- Additional Charges/Credits (with explanation)
- Total Adjusted Amount (including all trip-related fees per student)
- Date of Service
- Service Period (AM, MD, PM)
- Driver Name (Last, First)
- Vehicle Number
- Vehicle Type (Sedan, Secure, Van)
- School
- Qualifier

The District will only pay for trips where transportation service was provided. Any additional expenses require prior written approval from the District before being included in an invoice. The District will not reimburse the Contractor for any expenses incurred while performing services. Any action by the Contractor that conflicts with the statement of work is unauthorized and will be the sole financial responsibility of the Contractor. The Contractor will not be compensated for any action deemed unauthorized by the District.

### **1.12 Fuel**

Contractor, at its own expense, shall procure, supply, and store all fuel required for the performance of this Agreement. Fueling should be conducted when vehicles are not transporting District passengers.

#### **1.12a Facilities (RFP Amendment)**

Contractor, at its own expense, shall procure all necessary facilities required for the performance of this Agreement. This includes, but is not limited to, bus barns, administrative offices, vehicle maintenance spaces, parking areas, or any other operational or storage facilities. The Contractor is solely responsible for procuring and maintaining all necessary facilities at its own expense. The District shall not be responsible for providing, nor shall it supply, any facilities to the Contractor for the performance of services under this Contract. Contractor's vehicle facility shall be located within the Corvallis School District boundary, unless authorized in writing by the District.

### **1.13 Inclement Weather and School Closure**

The District will notify the Contractor of delayed school openings, school closures, or canceled school sessions as soon as practically possible following official announcements.

The Contractor shall provide transportation services during inclement weather or emergency conditions unless:

1. Trips are officially canceled by the District.
2. Trips are explicitly canceled by a parent or guardian.
3. Contractor shall immediately notify District if they are unable to transport due to unsafe conditions within District boundaries or service area.

The Contractor is responsible for communicating with parents/guardians regarding any necessary alternate pickup/drop-off locations due to inclement weather conditions. This communication should be timely and clear.

### **1.14 Cancellation Policy and No-Show**

- **Family Notification:** The District asks families to notify the Contractor in advance if a student will not require transportation for a scheduled trip.
- **District Notification of Cancellations:** The District will promptly notify the Contractor of any known student transportation cancellations.
- **Official Service Changes:** All modifications to service or permanent cancellations must be communicated in writing from the District Transportation Office. (Note: Families are not authorized to make changes to transportation services, other than cancellations).
- **Late Cancellation Definition:** Cancellations received less than 60 minutes prior to the student's scheduled pick-up time will be classified and treated as a no call/no show.
- **Contractor Reporting of No-Shows:** The Contractor is responsible for immediately reporting any instance where a student's trip is not cancelled but the student does not meet the vehicle (no call, no show).
- **Confirmation of Remaining Service After Cancellation/No-Show:** If a student's AM or mid-day trip is cancelled or missed (no call, no show), the Contractor must confirm with the District whether transportation is required for any remaining scheduled trips that day *before* dispatching a vehicle for those trips. The District will not be liable for any no-show charges if this confirmation is not documented by the District.

### **1.15 Parent/Guardian Communication**

The Contractor will establish and maintain communication with parents/guardians to ensure effective coordination of transportation services, addressing the following:

- Service start date and any parent-specific calendar conflicts.
- Established pickup and drop-off times, driver's name, vehicle number, and detailed location specifics (street address, driveway/parking constraints).
- Identification of authorized adults for drop-off, if required.
- Alternate pickup/drop-off locations for inclement weather

### **1.16 District Communication and Collaboration**

The District is committed to fostering a strong and collaborative partnership with the Contractor to ensure the effective delivery of transportation services. The Contractor shall embrace a collaborative approach, recognizing the District's expertise in student needs and local context, while contributing their specialized knowledge in transportation services.

To facilitate a productive working relationship, the following principles and mechanisms for communication and collaboration shall be implemented: designated points of contact, regularly scheduled meetings, clear communication protocols, collaborative problem solving, performance monitoring and review, feedback mechanisms, joint training and professional development, and amendments and adaptability.

### **1.17 Civil Rights Assurance**

The District is a recipient of Foster Care Title IV-E for student transportation (federally funding related to Students in Foster Care and Covered by the McKinney-Vento Homeless Assistance Act). Entities applying for or receiving federal financial assistance from the DHS must provide assurances of nondiscrimination in their programs and activities, extending this obligation to subcontractors and other participants. The successful Contractor hereby agrees that it will comply with:

- [Title VI of the Civil Rights Act of 1964](#) which prohibits discrimination on the basis of race, color, or national origin.
- [Language Access](#): National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Recipients must take reasonable steps to ensure that LEP persons have meaningful access to their programs and activities.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs and activities.
- [Section 504 of the Rehabilitation Act of 1973](#), as amended, which prohibits discrimination on the basis of disability, and requires that recipients have procedures to handle disability-related

requests, which may include requests for auxiliary aids and services and requests for reasonable modifications of policies, practices, and procedures.

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- U.S. Department of Homeland Security regulation 6 CFR Part 19, which prohibits recipient organizations that provide social services from discriminating against individuals on the basis of religion.

## CORVALLIS SCHOOL DISTRICT SERVICE CONTRACT - GENERAL TERMS AND CONDITIONS

### 1. Provider's Personnel.

Provider acknowledges and agrees that District selected Provider, and is entering into this Service Contract, because of the special qualifications of Provider's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Provider nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Service Contract to another Provider employee, subcontractor or agent without first obtaining the written consent of District. Further, Provider may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Provider may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Provider's reasonable control, such as death, illness, or termination of employment with Provider. In the event Provider requests that District approve a re-assignment or transfer of a Key Person, or if Provider must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Service Contract, and the Statement of Work will be deemed amended to include such Key Person.

### 2. Independent Provider; Responsibility For Taxes And Withholding

- a. **Independent Provider.** Provider shall perform all Services as an Independent Provider. District reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, District may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Services.
- b. **No Conflicts.** Provider, by signature to this Service Contract, represents and warrants that Provider's performance of the Services under this Service Contract creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or federal agency for which Provider currently performs work would prohibit Provider from performing the Services under this Service Contract.
- c. **Affiliation.** Provider understands and agrees that it is not an "officer," "employee," or "agent" of District.
- d. **Taxes and Benefits.** Provider is responsible for all federal and/or state taxes applicable to compensation or payments paid to Provider under this Service Contract and, unless required by applicable law, District will not withhold from such compensation or payments any amount to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Provider under this Service Contract, except as a self-employed individual.

### 3. Subcontracts, Successors, and Assignments

Provider shall not subcontract, assign, or transfer any of its interest in this Service Contract without the District's prior written consent.

- a. **Subcontracts.** Provider shall not enter into any subcontracts for any of the Services required by this Service Contract without District's prior written consent. In addition to any other provisions District may require, Provider shall include in any permitted subcontractor under this Service Contract provisions to ensure that District will receive the benefit of subcontractor performance as if the subcontractor were Provider. District's consent to any subcontract does not relieve Provider of any of its duties or obligations under this Service Contract.
- b. **Successors and Assigns.** The provisions of this Service Contract are binding upon and inure to the benefit of the parties to this Service Contract, their respective successors, and permitted assigns, if any.
- c. **No Assignment.** Provider shall not assign or transfer any of its rights or delegate its obligations under this Service Contract without District's prior written consent.

### 4. Representations and Warranties.

Provider represents and warrants to District that:

- a. Provider has the power and authority to enter into and perform this Service Contract;
- b. This Service Contract, when executed and delivered, is a valid and binding obligation of Provider enforceable in accordance with its terms;
- c. Provider shall, at all times during the term of this Service Contract, be qualified, professionally competent, and duly licensed to perform the Services;
- d. Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession. Provider shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Provider's industry, trade or profession;
- e. The Services and each Deliverable delivered by Provider pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Service Contract;
- f. Provider prepared its proposal related to this Service Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

### 5. Ownership of Work Product

- a. **Original Works.** All Work Product created by Provider pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Provider agree that such Work Product is "work made for hire" of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not "work made for hire," Provider hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- b. **License in Provider Intellectual Property.** In the event that a Deliverables delivered by Provider under this Service Contract is or is a derivative work based on Provider Intellectual Property, or is a compilation that includes Provider Intellectual Property, Provider hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Provider Intellectual Property employed in the Deliverables, and to authorize others to do the same on District's behalf.
- c. **License in Third Party Intellectual Property.** In the event that a Deliverables delivered by Provider under this Service Contract is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Provider shall secure on the District's behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District's behalf.
- d. **No Rights.** Except as expressly set forth in this Service Contract, nothing in this Service Contract may be construed as granting to or conferring upon Provider any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set forth in this Service Contract, nothing in this Service Contract may be construed as granting to or conferring upon District any right, title, or interest in any Provider Intellectual Property that is now owned or subsequently owned by Provider.
- e. **Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Service Contract.

## CORVALLIS SCHOOL DISTRICT SERVICE CONTRACT - GENERAL TERMS AND CONDITIONS

### 6. Confidential Information.

- a. **Confidential Information.** Provider acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Provider Staff") may, in the course of performing the Services under this Service Contract, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Provider or any Provider Staff may come into contact with or that is obtained by Provider or Provider Staff in the performance of this Service Contract shall be considered for the purposes of this Service Contract the confidential information of District ("Confidential Information"). Provider shall and shall cause Provider Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Provider or Provider Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Service Contract; (iii) is rightfully in Provider's possession without the obligation of nondisclosure prior to the time of its disclosure under this Service Contract; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Provider or Provider Staff who can be shown to have had no access to the Confidential Information.
- b. **Non-Disclosure.** Provider shall hold, and shall cause Provider Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Provider Staff of their obligations to keep Confidential Information confidential. Provider shall assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Provider shall advise District immediately in the event Provider learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Service Contract, and Provider will, at its expense, cooperate with District in seeking injunctive or other equitable relief in the name of District or Provider against any such person. Provider shall not at any time during or after the term of this Service Contract, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Service Contract. Upon expiration or termination of this Service Contract or at District's request, Provider shall deliver to District all documents, papers, and other matter in Provider's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Service Contract, Provider may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.
- c. **Confidentiality Policies.** Provider shall, upon District's request, provide its policies and procedures for safeguarding Confidential Information to District for District's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Provider will respond when a violation or possible violation occurs.
- d. **Injunctive Relief.** Provider acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Provider acknowledges and agrees that the covenants

contained herein are necessary for the protection of the legitimate business interests of District and are reasonable in scope and content.

- e. **Publicity.** Provider agrees that it will not disclose the form, content or existence of this Service Contract or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District, without the prior written consent.

### 7. Indemnity by Provider.

Provider shall defend, save, hold harmless, and indemnify the District and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, or agents under this Service Contract, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Service Contract.

### 8. Insurance.

Provider shall maintain insurance as set forth in the Insurance Exhibit.

### 9. Default; Remedies

- a. **Default by Provider.** Provider will be in default under this Service Contract if:
  - (i) Provider institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
  - (ii) Provider no longer holds a license or certificate that is required for Provider to perform its obligations under the Service Contract and Provider has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or
  - (iii) Provider commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Service Contract, fails to perform the Services under this Service Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Provider's performance under this Service Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice.
- b. **District's Remedies for Provider's Default.** In the event Provider is in default the District may, at its option, pursue any or all of the remedies available to it under this Service Contract and at law or in equity, including, but not limited to:
  - (i) Termination of this Service Contract;
  - (ii) Withholding all monies due for Services and Deliverables that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
  - (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
  - (iv) Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Provider, without penalty; or
  - (v) Default by District. District will be in default under this Service Contract if:
    - (vi) District fails to pay Provider any amount pursuant to the terms of this Service Contract, and District fails to cure such failure within 30 calendar days after Provider's notice or such longer period as Provider may specify in such notice; or
    - (vii) District commits any material breach or default of any covenant, warranty, or obligation under this Service Contract, and such breach or default is not cured within 30 calendar days after Provider's notice or such longer period as Provider may specify in such notice.
- c. **Provider's Remedies.** In the event District terminates this or is in default and whether or not Provider elects to exercise its right to terminate the Service Contract, Provider's sole monetary remedy will

## CORVALLIS SCHOOL DISTRICT SERVICE CONTRACT - GENERAL TERMS AND CONDITIONS

be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Service Contract but not yet invoiced and authorized expenses incurred, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Provider. In no event will District be liable to Provider for any expenses related to termination of this Service Contract or for anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider, Provider shall pay immediately any excess to District upon written demand.

### 10. Termination.

- a. The parties may terminate this Service Contract by mutual agreement.
- b. **District's Right to Terminate at its Discretion.** District may terminate this Service Contract:
  - (i) Upon 30 calendar days' prior written notice by District to Provider;
  - (ii) Immediately upon written notice by District to Provider if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or
  - (iii) Immediately upon written notice by District to Provider if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Service Contract is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.
- c. **District's Right to Terminate for Cause.** In addition to any other rights and remedies District may have under this Service Contract, District may terminate this Service Contract immediately upon written notice by District to Provider, or at such later date as District may establish in such notice, if Provider is in default.
- d. **Provider's Right to Terminate for Cause.** Provider may terminate this Service Contract immediately upon written notice to District, or at such later date as Provider may establish in such notice, if District is in default.
- e. **Return of Property.** Upon termination of this Service Contract for any reason whatsoever, Provider shall immediately deliver to District all of District's property (including without limitation any Services or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Provider in whatever stage of development and form of recordation such District property is expressed or embodied at that time.
- f. **Effect of Termination.** Upon receiving a notice of termination of this Service Contract, Provider shall immediately cease all activities under this Service Contract, unless District expressly directs otherwise in such notice of termination. Upon District's request, Provider shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

**11. Compliance with Law.** Provider shall comply, and cause all subcontractors to comply, with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Service Contract and the performance of the Services.

### 12. Governing Law; Venue and Jurisdiction.

- a. **Governing Law.** This Service Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- b. **Venue and Jurisdiction.** Any claim, action, suit or proceeding between District (or any other District or department of the State of Oregon) and Provider that arises from or relates to this Service Contract must be brought and conducted solely and exclusively within the State of Oregon. PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh

Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

**13. Records Maintenance; Access.** Provider shall maintain all financial records relating to this Service Contract in accordance with generally accepted accounting principles. In addition, Provider shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Provider, whether in paper, electronic or other form, that are pertinent to this Service Contract ("Records") in such a manner as to clearly document Provider's performance. Provider acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Service Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Provider shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Service Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Service Contract, whichever date is later.

**14. Force Majeure.** Neither District nor Provider may be held responsible for delay or default caused by fire, riot, pandemic, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Provider, respectively. Provider shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Service Contract.

**15. Severability.** The parties agree that if any term or provision of this Service Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 Service Contract did not contain the particular term or provision held to be invalid.

**16. Merger Clause; Waiver.** This Service Contract and attached exhibits 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 Service Contract. No waiver, consent, modification or change of terms of this Service Contract will bind the parties unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Service Contract in one instance will not constitute a waiver by District of its right to enforce that or any other provision.

**17. Amendments.** District may amend this Service Contract. No amendment to this Service Contract is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.

**18. Counterparts.** This Service Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Service Contract so executed constitutes an original.

### 19. Student Data Privacy

- a. **Privacy Compliance.** The Provider shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, OSIPA and all other Oregon privacy statutes.
- b. **Authorized Use.** The data shared pursuant to this Service Contract shall be used for no purpose other than the Services stated in this Service Contract and/or otherwise authorized. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the District.

## CORVALLIS SCHOOL DISTRICT SERVICE CONTRACT - GENERAL TERMS AND CONDITIONS

- c. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Service Contract with respect to the data shared under this Service Contract.
  - d. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR § 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to District who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under this Service Contract and/or any portion thereof, except as necessary to fulfill this Service Contract.
  - e. **Disposition of Data.** Upon written request and in accordance with the applicable Provider shall dispose or delete all Student Data obtained under this Service Contract when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Service Contract authorizes Provider to maintain Student Data obtained under the Service Contract beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to District when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of this Service Contract. Upon receipt of a request from the District, the Provider will immediately provide the District with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
  - f. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to District; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to District.
- 20. Criminal Records Checks and Fingerprinting.** In a continuing effort to ensure the safety and welfare of students and staff, the District shall require certain individuals to submit to a criminal records check and fingerprinting as required by law. This includes employees, Providers, volunteers, and others. All individuals employed as or by a Provider and considered by the District to have direct, unsupervised contact with students or unsupervised access to children are required to submit to a criminal records check and a fingerprint-based criminal records check. "Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510) The superintendent or designee will identify Providers who are subject to such requirements. Fees associated with criminal records checks and fingerprinting for individuals employed as or by a Provider with the District shall be paid according to the written agreement between the Provider and the District. A Provider or an employee of a Provider required to submit to a criminal records check and fingerprinting in accordance with law and Board policy will be terminated from Service Contract status, or withdrawal of offer of Service Contract will be made by the District upon: 1. Refusal to consent to a criminal records check and fingerprinting; or 2. Notification from the Superintendent of Public Instruction that the individual has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number. A subject individual will be terminated from Service Contract status upon notification from the Superintendent of Public Instruction that the individual has knowingly made a false statement as to the conviction of any crime.
- 21. Nondiscrimination.** The District prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, gender identity, gender expression, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veteran's status; or because of the perceived or actual race, color, religion, sex, gender identity, gender expression, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, or veteran's status of any other person with whom the individual associates.

- END (last revised 6/29/2025)-

**CORVALLIS SCHOOL DISTRICT SERVICE CONTRACT – INSURANCE EXHIBIT**

Provider must obtain at Provider’s expense, and require its first tier Providers and subcontractors, if any, to obtain the insurance specified in this exhibit prior to performing under this Contract, and must maintain it 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. Provider must obtain, and require its first tier Providers and subcontractors, if any, to obtain the following insurance from insurance companies or entities acceptable to the District and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and noncontributory with any other insurance and self-insurance, with the exception of professional liability and workers’ compensation. Provider must pay and require its first tier Providers and subcontractors to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

Provider agrees to periodic review of insurance requirements by District under this Contract and to provide updated requirements as mutually agreed upon by Provider and District. All insurance providers are subject to District acceptance. If requested by District, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to District’s representatives responsible for verification of the insurance coverages required under this Exhibit.

<input checked="" type="checkbox"/> <b>REQUIRED</b>	<b>WORKERS’ COMPENSATION &amp; EMPLOYERS’ LIABILITY</b> All employers, including Provider, 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). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Provider is an employer subject to any other state’s workers’ compensation law, Provider 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.
<input checked="" type="checkbox"/> <b>REQUIRED</b>	<b>COMMERCIAL GENERAL LIABILITY</b> Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to District. This insurance shall 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 shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.
<input type="checkbox"/> <b>NOT REQUIRED</b>	<b>CYBERSECURITY   NETWORK SECURITY &amp; PRIVACY   DATA BREACH EXPENSE COVERAGE</b> Coverage related to cybersecurity risks like unauthorized access, data theft, or accidental exposure. Data breach coverage to include consumer notification costs, forensic investigations, public relations and crisis response, and credit or identity monitoring for affected individuals. Coverage of at least \$1,000,000 per incident.
<input type="checkbox"/> <b>NOT REQUIRED</b>	<b>PROFESSIONAL LIABILITY   ERRORS AND OMISSIONS   MEDICAL MALPRACTICE</b> It is expected that all personnel assigned by Provider to provide services under this Contract obtain and maintain any and all coverages appropriate to their profession at limits required by the State of Oregon. When limits are not required by the State, coverage shall be at least \$1,000,000 per occurrence and \$3,000,000 per annual aggregate.
<input checked="" type="checkbox"/> <b>REQUIRED</b>	<b>AUTOMOBILE LIABILITY INSURANCE</b> Automobile Liability Insurance covering Provider’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 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.
<input checked="" type="checkbox"/> <b>REQUIRED</b>	<b>SEXUAL ABUSE AND MOLESTATION</b> Provider’s General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation insurance in a form and with coverage satisfactory to the District covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider, its agents, subcontractors, or subgrantees is responsible, including but not limited to, any Provider’s employees and volunteers. Policy endorsement’s definition of an insured must include the Provider and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Any annual aggregate limit may not be less than \$3,000,000.00. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must 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, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE** - A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED** - All liability insurance, except for workers’ compensation, network security and privacy liability (if applicable), required under this Contract must include an additional insured endorsement specifying the Corvallis School District 509J, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider’s activities to be performed under this Contract.

**WAIVER OF SUBROGATION** - Provider waives, and must require its first tier Providers and subgrantees waive, rights of subrogation which Provider, Provider’s first tier Providers and subgrantees, if any, or any insurer of Provider may acquire against the District by virtue of the payment of any loss.

**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 Provider 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 Contract, for a minimum of 24 months following the later of: (i) Provider’s completion and District’s acceptance of all Services required under the Contract, or (ii) District or Provider termination of the Contract, or (iii) The expiration of all warranty periods provided under the Contract.

**NOTICE OF CHANGE OR CANCELLATION** - Provider 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).

**CERTIFICATE(S) AND PROOF OF INSURANCE** - Provider must provide to District a Certificate(s) of Insurance for all required insurance before performing any activities required under this Contract. Provider must furnish acceptable insurance certificates to: [risk.management.staff@corvallis.k12.or.us](mailto:risk.management.staff@corvallis.k12.or.us) or by mail to: Corvallis School District 509J, ATTN: Jennifer Bentz, 1555 SW 35th Street, Corvallis, OR 97330 prior to commencing the work.

## CORVALLIS SCHOOL DISTRICT SERVICE CONTRACT – CIVIL RIGHTS ASSURANCE STATEMENT

### Federal Funds Assurance Statement

This contract is funded, in whole or in part, by federal funds received by the Corvallis School District from the U.S. Department of Health and Human Services (HHS) under the Foster Care Title IV-E program (CFDA No. 93.658).

As a federal funds recipient, Corvallis School District acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances.

By signing this contract, the Contractor hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin (including limited English proficiency) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin (including limited English proficiency), age, disability, or sex (including pregnancy, sexual orientation, and gender identity) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.
6. As applicable, the Church Amendments, as amended (codified at 42 U.S.C. § 300a-7), the Coats-Snowe Amendment (codified at 42 U.S.C. § 238n), the Weldon Amendment (e.g., Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, Div. H, Title V § 507(d), 136 Stat 49, 496 (Mar. 15, 2022)) as extended by the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Pub. L. No. 117-180, Div. A, § 101(8) (Sep. 30, 2022); , Section 1553 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18113), and Section 1303(b)(4) of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18023(b)(4)), and 45 C.F.R. Part 88, to the extent that the rights of conscience are protected and associated discrimination and coercion are prohibited, in any program or activity for which the Applicant receives Federal financial assistance. Consistent with applicable court orders, the version of Part 88 in effect as of [October 20, 2022] is found at 76 Fed. Reg. 9968-9977 (Feb. 23, 2011).

**Pricing Proposal Attachment B**

Provide a comprehensive price schedule for the following services:

- a. Pricing – Base Fare (per ride): \$
- a. ***If your company charges a base fare price, please provide the initial charge for each service. If this is not applicable, please write N/A.***
    - i. Specify whether the base fare varies based on vehicle type.

- b. Pricing – Distance-Based Charges (per mile): \$
- a. ***If your company charges a distance-based price, please provide the initial charge for each service. If this is not applicable, please write N/A.***
  - b. Present the per-mile rate for student transportation services.
  - c. Clarify if prices change depending on length of trip (e.g. 100 mile trip v 10 mile trip).

**\$6.75/mile, gross mileage.**

**At the request of CSD, Dial-A-Bus will remain open to renegotiating this rate depending on currently unknown transportation funding.**

- c. Other Charges – see Attachment C:
- a. Outline any charges based on time spent in the vehicle (e.g. waiting time during stops or traffic).
    - i. Authorized Additional Passenger (Pick up/Drop Off at same location – e.g. sibling, student, parent, etc.)
    - ii. Wait Time for Student (greater than 10 minutes)
    - iii. No-Show
    - iv. Late Cancellation (less than 60 minutes)
    - v. Special Cleaning (beyond routine vehicle cleaning – e.g. vomit, blood, etc.)
    - vi. Traffic Wait Time
- d. Special Needs Services – see Attachment C:
- a. If applicable, provide pricing for accommodating students with special needs, such as accessible vehicles and other equipment.
    - i. Wheelchair accessible vehicle (non-ambulatory passenger)
    - ii. Mobility scooter (ambulatory passenger)
    - iii. Walker/crutches
    - iv. Booster/car seat
    - v. Buckle guard
    - vi. Other child safety restraint/support systems

B. Minutes

1. August 6, 2025



**MINUTES**  
Special Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J  
**DRAFT**

The meeting was called to order at 5:47 p.m. in the Corvallis School District Board Room, 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. The secretary recorded those present as listed below. A quorum was present, and due notice had been published.

**I. CALL TO ORDER**

<p><u>BOARD MEMBERS PRESENT</u> Luhui Whitebear, Ph.D., Chair Terese Jones, Ph.D., Co-Vice Chair Shauna Tominey, Ph.D., Co-Vice Chair Sami Al-Abdrabbuh, Ph.D. Chris Hawkins Bernie Wang</p> <p><u>BOARD MEMBERS EXCUSED</u> Judah Largent</p>	<p><u>EXECUTIVE STAFF PRESENT</u> Ryan Noss, Ed.D., Superintendent Melissa Harder, Assistant Superintendent</p>
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**II. EXECUTIVE SESSION**

The Board met in Executive (closed) Session from 4:00 p.m. to 5:30 p.m. under ORS 192660(2)(b) – complaints against staff members.

**III. ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.**

Before a motion was made Director Al-Abdrabbuh disclosed that he had contact with the appellant in April or May and that there was ex parte communication, but that he just shared process and that there would be no benefit or detriment; his vote would be based on fact.

**MOTION:**

**It was moved by Director Hawkins and seconded Director Al-Abdrabbuh not to hear the appeal, but request that Superintendent Noss and the Board review Policy JBB - Racial Equity Policy and ACB - Every Student Belongs.**

The board proceeded to a vote on the motion.

- *Al-Abdrabbuh:*            *Yea*



- *Hawkins:* *Yea*
- *Jones:* *Nay*
- *Largent:* *Absent*
- *Tominey:* *Yea*
- *Wang:* *Nay*
- *Whitebear* *Nay*

**The motion failed. Yea: 3, Nay: 3, Absent: 1**

After discussion, the Board recessed for 15 minutes to allow time for Director Al-Abdrabbuh to write a new motion to bring back to the Board.

**MOTION:**

**It was moved by Director Al-Abdrabbuh and seconded by Co-vice Chair Tominey that the Board grant a hearing of the appeal limited to the issue of whether the school district has followed Every Student Belongs or the Racial Educational Equity policies based on the records and communications at issue as provided in the appeal and to further evaluate if the district has ensured said policies are enforced.**

Following discussion, the board proceeded to a vote on the motion.

- *Al-Abdrabbuh:* *Yea*
- *Hawkins:* *Yea*
- *Jones:* *Yea*
- *Largent:* *Absent*
- *Tominey:* *Yea*
- *Wang:* *Yea*
- *Whitebear* *Yea*

**The motion passed unanimously. Yea: 6, Nay: 0, Absent: 1**

**IV. ADJOURNMENT**

With no further business the meeting was adjourned at 6:15 PM.

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Luhui Whitebear, Ph.D., Board Chair

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Ryan Noss, Ed.D., Superintendent

Prepared By: Kim Nelson

2. August 13, 2025



**MINUTES**

Retreat and Special Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J

**DRAFT**

**I. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 9:12 a.m. in the Corvallis School District Board Room, 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. The secretary recorded the names of those present as listed below. A quorum was present, and due notice had been published.

<p><u>BOARD MEMBERS PRESENT</u> Luhui Whitebear, Ph.D., Chair Terese Jones, Ph.D., Co-Vice Chair Shauna Tominey, Ph.D., Co-Vice Chair Sami Al-Abdrabbuh, Ph.D. Chris Hawkins Bernie Wang Judah Largent</p>	<p><u>EXECUTIVE STAFF PRESENT</u> Ryan Noss, Superintendent Melissa Harder, Assistant Superintendent Kim Patten, Operations Director Lauren Wolfe, Finance Director Byron Bethards, SG&amp;E Director</p> <p><u>STUDENT REPRESENTATIVES PRESENT</u> Ayeh Akhavan-Heidari, CHS</p>
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**II. WELCOME & SUPERINTENDENT 'S UPDATE**

Superintendent Noss welcomed everyone and shared an overview of the day’s agenda.

**III. LONG-RANGE FACILITIES PLANNING UPDATE**

Superintendent Noss and Operations Director Kim Patten shared a slide presentation and answered questions from the Board regarding the work and recommendations of the Long-Range Facilities Planning Committee. (The slides are available online with the meeting information packet and will be archived in the 2024-25 board records.)

**IV. GALLERY WALK**

Chair Whitebear informed the public that the Board would be moving around the room in groups of no larger than three to review the long-range facilities planning data, and that a microphone would be left on, but sound would be limited.

Superintendent Noss shared that the gallery walk would provide an opportunity for board members to dive deeper into the data and ask questions of district leadership. The posters



reflected the same data provided in the Long-Range Facilities Planning Update slides. (The slides are available online with the meeting information packet and will be archived in the 2024-25 board records.)

## **V. BREAK**

The Board took a 15-minute break and then resumed the meeting.

## **VI. DISCUSSION REGARDING THE PLANNING AND RECOMMENDATIONS**

Superintendent Noss engaged the Board in discussion regarding the data. Board members shared feedback based on the questions presented in the slide presentation:

- You can see the connections between the data and the committee's recommendations.
- Until Corvallis provides infrastructure to support families with children locally (clothes, shoes, socks), we will continue to struggle with enrollment. The city needs to partner with the district to better understand the needs of families.
- Great appreciation for compiling the data.
- Appreciate seeing the stabilization of elementary students projected over time.
- Data shows that single-family housing positively impacts school enrollment more than multi-family housing.
- Families with grown children are not selling, because there are no other affordable options.
- Capitalization of college student dollars with rentals going for \$1,000 per bedroom keeps families from being able to afford rentals.
- Neighborhood hubs have changed, and it may be time to reconsider district boundaries.
- Appreciate seeing the diversity of the Long-Range Facilities Committee.
- There is usually an increase at the high school level as students come from homeschooling or private schools that only go through eighth grade.

## **VII. WE HAVE DONE SCHOOL CONSOLIDATION BEFORE: LESSONS LEARNED**

Operations Director Kim Patten shared some lessons learned as a staff member during the consolidation process in 2002. She highlighted the struggle of families and staff trying to defend their schools; it was personal, raw, and hard. It was divisive, with hurt feelings that still show up from time to time. The students bounced back quickly, they looked forward, and they were ready to move on and become part of something bigger. Adults mourned, and kids were excited. Looking forward, using what we learned through the closures and then through the bond process, it is not about buildings; it is about the students. We are not about the feelings for a building; we are about educating students. Our community knows something is coming; this is an opportunity for the Board to shape what moving forward will



look like; we can do that with intent and strong leadership. This is a real opportunity to do something better for our students.

### **VIII. LUNCH**

A luncheon buffet was available to the Board and staff. During the lunch break, board members refrained from discussing board business.

### **IX. INNOVATION TEAM**

Student Growth and Experience Director Byron Bethards facilitated activities and discussions with the Board regarding the alignment of innovation with the Board's goals. (The slides are available online with the meeting information packet and will be archived in the 2024-25 board records.)

Dr. Bethards engaged the Board in a discussion regarding plans for an Innovation team that will consider new, innovative models and programs over the next two years. Recommendations will be made to the Superintendent and Board.

Co-Vice Chair Jones was excused at 1:40 p.m.  
The Board took a break and then resumed the meeting.

### **X. COMMUNITY ENGAGEMENT AND COMMUNICATION**

Superintendent Noss presented information on plans already underway and those forthcoming for community engagement and communication during the consolidation and closure process. (The slides are available online with the meeting information packet and will be archived in the 2024-25 board records.)

### **XI. PROCESS UPDATE**

Following his presentation, Superintendent Noss requested the Board's direction on the number of proposals to bring forward regarding consolidation and closure. After discussion, the Board directed the Superintendent to present one proposal at the September 11, 2025, board meeting. This proposal is to include the background information and data necessary to understand how it was determined to be the primary option.

### **XII. CONSOLIDATED ACTION**

The Board received the following information before the meeting for review. (The documents are available online as part of the informational packet for this meeting and will be archived in the official 2024-25 board records.)



**MOTION:**

**It was moved by Director Al-Abdrabbuh and seconded by Co-Vice Chair Jones to adopt the consolidated action items as submitted.**

- *Al-Abdrabbuh:*           *Yea*
- *Hawkins:*               *Yea*
- *Largent:*               *Yea*
- *Tominey:*               *Yea*
- *Jones:*                  *Absent*
- *Wang:*                  *Yea*
- *Whitebear:*            *Yea*

**The motion passed unanimously. Yea: 6, Nay: 0, Absent: 1**

- A. Ratify 2025-26 Organizational Actions**
- B. Revise 2025-26 Board Meeting Schedule**
  - 1. Minutes – June 12, 2025**

**XIII. ADJOURNMENT**

With no further business, the meeting was adjourned at 2:47 PM.

\_\_\_\_\_  
Luhui Whitebear, Ph.D., Board Chair

\_\_\_\_\_  
Ryan Noss, Ed.D., Superintendent

Prepared By: Kim Nelson

3. August 18, 2025



**MINUTES**  
Special Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J  
**DRAFT**

The meeting was called to order at 6:09 p.m. in the Corvallis School District Board Room, 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. The secretary recorded those present as listed below. A quorum was present, and due notice had been published.

**I. CALL TO ORDER**

<p><u>BOARD MEMBERS PRESENT</u> Luhui Whitebear, Ph.D., Chair Terese Jones, Ph.D., Co-Vice Chair Shauna Tominey, Ph.D., Co-Vice Chair Sami Al-Abdrabbuh, Ph.D. Chris Hawkins Bernie Wang Judah Largent</p>	<p><u>EXECUTIVE STAFF PRESENT</u> Ryan Noss, Ed.D., Superintendent Melissa Harder, Assistant Superintendent</p>
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**II. EXECUTIVE SESSION**

The Board met in Executive (closed) Session from 4:15 p.m. to 5:45 p.m. under ORS 192.660(2)(f) - to consider information or records that are exempt by law from public inspection.

**III. ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION**

**MOTION 1:**

**It was moved by Director Largent and seconded by Director Al-Abdrabbuh that the Board find for this complaint, that Policies ACB and ACB-AR were not followed by the District. It was further moved that the Board reiterate and reaffirm a District-wide commitment to our existing non-retaliation policy. It was further moved to hear and amend Policy JBB, to create an action plan related to that policy with distinct goals and measurable progress indicators.**

A motion was made by Director Largent and seconded by Director Al-Abdrabbuh. After discussion, the maker subsequently withdrew the motion without objection.



**MOTION 2:**

**It was moved by Director Largent and seconded by Co-Vice Chair Jones that the Board find, for this complaint, Policies ACB and ACB-AR were not followed by the District. It was further moved that the Board reiterate and reaffirm a District-wide commitment to our existing non-retaliation policy; and provide that assurance to the appellant in writing. It was further moved that the District document potential bias for purposes of complying with ACB-AR. It was further moved that the District implement a district-wide staff training on anti-blackness within this school year, if feasible, or the earliest possible date thereafter. It was further moved that the Board hear and amend Policy JBB to create an action plan related to that policy with distinct goals and measurable progress indicators.**

The Board proceeded to a vote on the motion.

- *Al-Abdrabbuh:*            *Yea*
- *Hawkins:*                *Yea*
- *Jones:*                    *Yea*
- *Largent:*                 *Yea*
- *Tominey:*                *Yea*
- *Wang:*                    *Yea*
- *Whitebear*                *Yea*

**The motion passed unanimously. Yea: 7, Nay: 0, Absent: 0**

**IV. ADJOURNMENT**

With no further business, the meeting was adjourned at 6:31 p.m.

\_\_\_\_\_  
Luhui Whitebear, Ph.D., Board Chair

\_\_\_\_\_  
Ryan Noss, Ed.D., Superintendent

Prepared By: Kim Nelson

## C. Licensed Personnel Action



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
 Prepared by: Jennifer Duvall, Human Resources Director  
 Meeting Date: August 2025

### Licensed Personnel Action

#### ACTION REQUESTED

#### Recommendation to Hire

Name	Position	FTE	Building	Start Date	Contract Status
Arrendondo, Maria De Jesus	Fourth Grade-Bilingual Teacher	1.0	Lincoln Elementary	7/1/2025	Temporary Teacher
Becerra, Erika	First Grade-Bilingual Teacher	1.0	Garfield Elementary	8/26/2025	Temporary Teacher
Blanchard, Heidi	Special Ed-SEG	1.0	Mt. View Elementary	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year
Bryan, Jerry	Fifth Grade-Bilingual Teacher	1.0	Garfield Elementary	8/26/2025	Temporary Teacher
Boland, Melinda	Mental Health Therapist	1.0	Bessie Coleman and Letitia Carson Elementary	7/1/2025	Probationary Teacher, 1 <sup>st</sup> Year
Buchanan, Kelli	Kindergarten Teacher	1.0	Adams Elementary	8/26/2025	Temporary Teacher
Elliott, Meg	Special Education Teacher	1.0	Adams Elementary and Private Schools	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year
Hansen, Marleah	Special Education Teacher	1.0	Crescent Valley High	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year
Haugen, Kazden	Third Grade Teacher	1.0	Kathryn Jones Harrison Elementary	8/26/2025	Temporary Teacher
Hiebert, Annalee	Music Teacher	.5	Adams Elementary	8/26/2025	Temporary Teacher
Larson, Amanda	Title 1 Reading Teacher	.2	District Office (Waldorf and Private Schools)	9/3/2025	Temporary Teacher
Mabeck, Katy	ELL Teacher	.6	Cheldelin Middle	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year



# Corvallis

SCHOOL DISTRICT

Martin, Sal	Fourth Grade-Bilingual	1.0	Garfield Elementary	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year
Mil, Madison	Second Grade Teacher	1.0	Letitia Carson Elementary	8/26/2025	Temporary Teacher
Nidermeyer, Vanessa	Mental Health Therapist	1.0	College Hill and Franklin School	8/26/2025	Temporary Teacher
Rua Rico, Alejandra	Spanish Teacher	.33	Corvallis High	8/26/2025	Temporary Teacher
Samuels, Brie	Special Education Teacher	1.0	Cheldelin Middle	8/26/2025	Temporary Teacher
Schrager, Amara	Mental Health Therapist	1.0	Adams and Kathryn Jones Harrison Elementary	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year
Schuster Provaznikova, Ludmila	German Teacher	.17	Crescent Valley High	8/26/2025	Temporary Teacher
Schwartzman, Marisa	Music/Elementary Specialist	.4	Kathryn Jones Harrison Elementary	8/26/2025	Temporary Teacher
Spencer, Julie	Speech Language Pathologist	1.0	Linus Pauling Middle	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year
Stone-Amandi, Taylor	Kindergarten Teacher	1.0	Lincoln Elementary	9/1/2025	Temporary Teacher
Stringham, Kristyne	Speech Language Pathologist	1.0	Lincoln and Muddy Creek, Bridges 6-12	8/26/2025	Probationary Teacher, 1 <sup>st</sup> Year
Wiger, Sara	Special Education Teacher	1.0	Corvallis High and Muddy Creek	8/26/2025	Temporary Teacher

## Termination/Resignation/Layoff/Retirement

Name	Position	FTE	Building	Effective	Notes
Garcia, Angela	ELL Teacher	.6	Cheldelin Middle	6/30/2025	Resignation
Haun, Jason	Math Teacher	1.0	Corvallis High	7/24/2025	Resignation
Hill, Shakoda	Supervisor/Culinary	1.0	District Office/Central Kitchen	8/15/2025	Resignation



# Corvallis

SCHOOL DISTRICT

Rice, Shanon	Second Grade Teacher	1.0	Bessie Coleman Elementary	7/9/2025	Resignation
Schmidt, Susan	TOSA/Dean of Students	1.0	Crescent Valey High	7/29/2025	Resignation

**MOTION REQUESTED:**

“I move to approve the Licensed Personnel action as submitted.”

#### D. Declaration of Budget Committee Vacancies



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Lauren Wolfe, Finance Director  
Meeting Date: September 11, 2025

### **Budget Committee Vacancies**

### **ACTION REQUESTED**

#### **Background**

Pursuant to board policy DBEA, "Budget Committee," and prior to October 1 each year, the board will identify vacant budget committee positions that must be filled by board appointment.

The budget committee has 14 members: seven elected school board members and seven citizens appointed to three-year terms by the board. The citizen members are appointed by an open vote of the school board, as openings occur. As of September 1, staff have identified the following committee vacancies:

- Three (3) three-year term appointments, due to the completion of partial terms by Yan Wang and Cassandra Inman and the completion of a three-year term by Andrew Freborg.
- One (1) two-year term due to the resignation of Meredith Bailey.

In accordance with [OAR 581-022-2307](#), the District is seeking at least one member of the District Diversity Equity and Inclusion (DEDI) Committee to serve on the Budget Committee and current DEDI committee members will be given priority during the appointment process. Representation of DEDI on the budget committee helps align the district's equity lens with financial processes, increasing understanding of fiscal priorities and strengthening underrepresented voices. This ensures budgets reflect equity, offering greater accountability to students, families, and communities.

Openings on the Budget Committee will be advertised through customary district communication channels; committee members completing terms are eligible for re-appointment should they apply. The recruitment schedule for these budget committee vacancies is proposed as follows:

- September 11, 2025– publicly identify vacant budget committee positions and approve recruitment calendar
- Mid-September to mid-October 2025 – advertise budget committee vacancies and solicit applications
- October 31, 2025 – deadline for first review of applications (positions are open until filled)
- November 13, 2025 – appoint budget committee members during board meeting

#### **MOTION REQUESTED:**

"I move that the Board identifies four vacancies on the 2026 Budget Committee and approve the recruitment schedule, as presented by staff."

XI. CONSOLIDATED INFORMATION

A. Pre-Audit Report 2025



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Lauren Wolfe, Finance Director  
Meeting Date: September 11, 2025

### **Pre-Audit Report:** **FY 2024-25 Financial Statements (Unaudited) NO ACTION REQUIRED**

#### Background

Per policy [DIC](#), the Board will receive a pre-audit report from the business manager recapping the year-end closure of financial statements prior to the annual audit. The Schedule of Revenues, Expenditures and Changes in Fund Balance for All Funds and the General Fund for the period ending June 30, 2025 (Unaudited) follow this report.

#### **FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS**

The district uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

#### **All Funds**

The District's budget is made up of five fund types: General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds and Internal Services Funds.

Total revenues through the end of the fiscal year for all funds totaled \$151.18 million and exceeded the final budget by \$2.97 million, or 2.0%, from a combination of local and state sources. Total expenditures through the end of the fiscal year for all funds totaled \$155.63 million and excluding contingency, actual spending totaled 95.2% of the final budget. Overall, all funds increased \$3.46 million in fund balance.

#### **General Fund**

The General Fund is the chief operating fund of the district and accounts for all financial resources of the district except those required to be accounted for in another fund. Revenues in the General Fund are primarily from local property taxes and the State School Fund.

Revenues through the end of the fiscal year totaled \$97.05 million and exceeded the final budget by \$1.62 million, or 1.7%, primarily from local sources. Expenditures through the end of the fiscal year totaled \$98.75 million and excluding contingency, actual spending totaled 97.4% of the final budget. At fiscal year end, the ending fund balance was \$17.79

million, an decrease of \$1.70 million from the prior year. The ending fund balance represents 18.2% of total revenues.

At the time of this report, all funds are projected to end within appropriation authority approved by the Board.

Please contact me with questions or if you would like any additional information.

[Supplementary Materials](#)

1. Schedules of Revenues, Expenditures and Changes in Fund Balance as of June 30, 2025 (Unaudited)

**CORVALLIS SCHOOL DISTRICT**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
 ACTUAL AND BUDGET (BUDGETARY BASIS)  
 For the Year Ended June 30, 2025 (Unaudited)

**ALL FUNDS**

	<u>ORIGINAL BUDGET</u>	<u>FINAL BUDGET</u>	ACTUAL	% OF BUDGET	<u>VARIANCE FROM FINAL BUDGET</u>
<b>REVENUES</b>					
Local Sources	\$ 83,340,297	\$ 83,355,397	\$ 86,972,763	104.3%	\$ 3,617,366
Intermediate Sources	934,913	934,913	1,055,581	112.9%	120,668
State Sources	54,013,599	54,260,499	56,599,509	104.3%	2,339,010
Federal Sources	<u>10,084,905</u>	<u>9,664,905</u>	<u>6,556,452</u>	67.8%	<u>(3,108,453)</u>
<b>Total Revenues</b>	<b>\$ 148,373,714</b>	<b>\$ 148,215,714</b>	<b>\$ 151,184,304</b>	<b>102.0%</b>	<b>\$ 2,968,590</b>
<b>EXPENDITURES</b>					
Instruction	\$ 65,153,739	\$ 66,005,739	\$ 62,629,380	94.9%	\$ 3,376,359
Support Services	65,763,940	65,763,940	65,144,108	99.1%	619,832
Enterprise and Community Services	5,629,420	6,729,420	5,191,912	77.2%	1,537,508
Facilities Acquisition and Construction	1,098,150	1,098,150	377,005	34.3%	721,145
Debt Service	19,425,937	19,425,937	18,978,256	97.7%	447,681
Transfers of Funds	2,797,955	4,377,955	3,306,316	75.5%	1,071,639
Contingency	<u>12,016,409</u>	<u>12,669,681</u>	-	0.0%	<u>12,669,681</u>
<b>Total Expenditures</b>	<b>\$ 171,885,550</b>	<b>\$ 176,070,822</b>	<b>\$ 155,626,978</b>	<b>88.4%</b>	<b>\$ 20,443,845</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ (23,511,836)</b>	<b>\$ (27,855,108)</b>	<b>\$ (4,442,674)</b>		<b>\$ 23,412,434</b>
<b>OTHER FINANCING SOURCES</b>					
Long Term Debt Financing Sources	\$ -	\$ -	\$ -		\$ -
Interfund Transfers	2,797,955	4,297,955	3,306,316		(991,639)
Sale of/or Compensation for Loss of Fixed Assets	-	-	<u>3,650</u>		<u>3,650</u>
<b>Total Other Financing Sources</b>	<b>\$ 2,797,955</b>	<b>\$ 4,297,955</b>	<b>\$ 3,309,966</b>		<b>\$ (987,989)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (20,713,881)</b>	<b>\$ (23,557,153)</b>	<b>\$ (1,132,707)</b>		<b>\$ 22,424,446</b>
Beginning Fund Balance	\$ 25,485,353	\$ 28,328,625	\$ 30,076,586		\$ 1,747,961
<b>Ending Fund Balance</b>	<b>\$ 4,771,472</b>	<b>\$ 4,771,472</b>	<b>\$ 28,943,879</b>		<b>\$ 24,172,407</b>

**CORVALLIS SCHOOL DISTRICT**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
 ACTUAL AND BUDGET (BUDGETARY BASIS)  
 For the Year Ended June 30, 2025 (Unaudited)

**GENERAL FUND**

	<u>ORIGINAL BUDGET</u>	<u>FINAL BUDGET</u>	ACTUAL	% OF BUDGET	<u>VARIANCE FROM FINAL BUDGET</u>
<b>REVENUES</b>					
Local Sources	\$ 48,333,299	\$ 48,333,299	\$ 49,742,355	102.9%	\$ 1,409,056
Intermediate Sources	882,413	882,413	1,049,422	118.9%	167,009
State Sources	46,073,724	46,073,724	45,884,521	99.6%	(189,203)
Federal Sources	140,000	140,000	373,507	266.8%	233,507
<b>Total Revenues</b>	<b>\$ 95,429,436</b>	<b>\$ 95,429,436</b>	<b>\$ 97,049,805</b>	<b>101.7%</b>	<b>\$ 1,620,369</b>
<b>EXPENDITURES</b>					
Instruction	\$ 48,882,156	\$ 54,092,539	\$ 52,669,591	97.4%	\$ 1,422,948
Support Services	40,893,419	43,355,657	42,736,435	98.6%	619,222
Enterprise and Community Services	458,995	382,193	379,452	99.3%	2,741
Facilities Acquisition and Construction	-	-	-	-%	-
Debt Service	632,591	526,506	78,826	15.0%	447,680
Transfers of Funds	1,558,540	3,058,540	2,885,565	94.3%	172,975
Contingency	6,734,701	7,810,480	-	0.0%	7,810,480
<b>Total Expenditures</b>	<b>\$ 99,160,402</b>	<b>\$ 109,225,915</b>	<b>\$ 98,749,870</b>	<b>90.4%</b>	<b>\$ 10,476,045</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ (3,730,966)</b>	<b>\$ (13,796,479)</b>	<b>\$ (1,700,065)</b>		<b>\$ 12,096,414</b>
<b>OTHER FINANCING SOURCES</b>					
Long Term Debt Financing Sources	\$ -	\$ -	\$ -		\$ -
Sale of/or Compensation for Loss of Fixed Assets	\$ -	\$ -	\$ 3,100		\$ 3,100
<b>Total Other Financing Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,100</b>		<b>\$ 3,100</b>
<b>Net Change in Fund Balance</b>	<b>\$ (3,730,966)</b>	<b>\$ (13,796,479)</b>	<b>\$ (1,696,965)</b>		<b>\$ 12,099,514</b>
Beginning Fund Balance	\$ 12,030,826	\$ 19,386,615	\$ 19,386,615		\$ (0)
<b>Ending Fund Balance</b>	<b>\$ 8,299,860</b>	<b>\$ 5,590,136</b>	<b>\$ 17,689,650</b>		<b>\$ 12,099,514</b>

B. Board Policies -- **FOR INFORMATION**

1. Policy JFCEB - Personal Electronic Devices -- DELETE



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Melissa Harder  
Meeting Date: September 11, 2025

### **NO ACTION REQUIRED**

Board Policy JFCEB—Personal Electronic Devices—Delete Policy—First Read

#### Background

In July 2025, Governor Tina Kotek released Executive Order No. 25-09, which requires that all Oregon school districts have a policy in place that restricts the use of personal electronic devices from the start of regular instructional hours to the end of regular instructional hours.

This requires the deletion of our current policy and administrative regulations.

#### Involvement

Staff members: Melissa Harder

#### Cost Impact

None.

#### Function

Review of deletion.

## **Personal Electronic Devices and Social Media**

~~Students may be allowed to use and possess personal electronic devices (PEDs) on district property and at district-sponsored activities provided PEDs are not used in any manner that may disrupt the learning environment or district-sponsored activities, or violate Board policies, administrative regulations, school or classroom rules, state and federal law.<sup>1</sup>~~

~~A PED is a device that is capable of electronically communicating, sending, receiving, storing, recoding, reproducing, and/or displaying information and data.~~

~~PEDs may be used as electronic study aids in the classroom if provided as a part of a student's individualized education program (IEP), or if permission is received from the student's teacher or building principal.~~

~~Support of PEDs is subject to available district resources including, but not limited to, IP addresses and network bandwidth capacity. Laptop computers and PDAs brought to school and accessing district resources may be restricted to classroom or instructional-related activities and these activities may not impede district network capacity.~~

~~Students may not access social media websites using district equipment unless the access is approved by a district representative. The district will not be liable for personal electronic devices brought to district property and district-sponsored activities.~~

~~Students whose behavior is found to be in violation of this policy will be subject to loss of privileges and disciplinary action, up to and including expulsion for using a personal or district electronic device in any manner that is academically dishonest, illegal, or violates the terms of this policy. A referral to law enforcement official also may be made.~~

~~The superintendent is directed to develop administrative regulations and/or approve school rules as necessary to ensure that student use of such PED is consistent with this policy. Administrative regulations may include grade- or age-level possession and/or use restrictions by students on district property and at district-sponsored activities, consequences for violations, and such other provisions as the superintendent may deem necessary. The superintendent may provide for the confiscation of PED, and the delivery of such PED to law enforcement, if requested for evidence~~

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<sup>1</sup>The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

purposes. The superintendent is responsible for ensuring that pertinent provisions of Board policies, administrative regulation, and school rules governing PED are included in staff handbooks and student/parent handbooks, reviewed annually, and updated as necessary.

END OF POLICY

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Legal Reference(s):

[~~ORS 332.107~~](#)

[~~ORS 336.840~~](#)

~~Copyrights, 17 U.S.C. §§ 101–1332; 19 C.F.R. Part 133 (2006).~~

Cross Reference(s):

~~Board Policy HGBA—Electronic Communications System~~

~~Board Policy JFCF—Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence~~

2. Policy JFCEB-AR - Personal Electronic Devices -- DELETE



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Melissa Harder  
Meeting Date: September 11, 2025

### **NO ACTION REQUIRED**

Board Policy JFCEB-AR—Personal Electronic Devices—Delete—First Read

#### Background

In July 2025, Governor Tina Kotek released Executive Order No. 25-09, which requires that all Oregon school districts have a policy in place that restricts the use of personal electronic devices from the start of regular instructional hours to the end of regular instructional hours.

This requires the deletion of our current policy and administrative regulations.

#### Involvement

Staff members: Melissa Harder

#### Cost Impact

None.

#### Function

Review of deletion.

## ~~Personal Electronic Devices and Social Media~~

Students may use and possess personal electronic devices (PEDs) on district grounds subject to the following:

- ~~1. PEDs shall not be used in a manner that disrupts the educational process, school programs, or activities, or in a manner that violates law, Board policies, administrative regulations, school rules, or classroom rules<sup>1</sup>.~~
- ~~2. PEDs may be used as electronic study aids in the classroom if provided as part of a student's individualized education program (IEP), or if permission is received from the student's teacher or building principal.~~
- ~~3. Unless authorized in advance by the building principal or designee:
  - ~~a. PEDs are not permitted to be turned on or visible on campus during the regular school day by students attending elementary school;~~
  - ~~b. PEDs are not permitted to be visible and must be silenced during instructional time by students attending middle school;~~
  - ~~c. PEDs may be used during the student's break time at middle school or high school. They may not be used at any time in the proximity of any class, school activity, or event that may be in session or in progress during the regular school day.~~~~
- ~~4. PEDs that have the capability to take photographs or record video or audio shall not be used for such purposes while on district property or at district-sponsored events unless expressly authorized in advance by the principal or designee.~~
- ~~5. The district shall not be responsible for loss, theft, or damage to PEDs brought to district property or district-sponsored events.~~
- ~~6. The district shall not be liable for any malware or computer virus that infects a student's~~

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<sup>1</sup>The taking, disseminating, transferring, or sharing of obscene, pornographic, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring, or sharing obscene, pornographic, or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

~~PED while on the district network.~~

- ~~7. The use of PEDs in any way to send or receive messages, data, or information that would pose a threat to academic integrity, contribute to, or constitute academic dishonesty is strictly prohibited.~~
- ~~8. The use of PEDs in any manner (text, image, audio, or video) that would violate the confidentiality or privacy rights of another individual is strictly prohibited.~~
- ~~9. Students shall comply with any additional school rules as established by the building principal and classroom rules as approved by the building principal concerning the appropriate use of PEDs.~~
- ~~10. PEDs used in violation of law, Board policy, administrative regulation, or approved school rules will be confiscated, turned in to the school office, and/or transferred to law enforcement officials as appropriate. If law enforcement does not retain the PED as evidence, the PED will be returned to the student or parent following parent notification, conference, detention, suspension, and/or expulsion.~~
- ~~11. Students may not use PEDs to access social media sites through a connection to district equipment or the district network unless the posting is approved by an authorized district representative.~~

### 3. Policy JFCEB - Personal Electronic Devices -- NEW



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Melissa Harder

Meeting Date: September 11, 2025

### **NO ACTION REQUIRED**

Board Policy JFCEB—Personal Electronic Devices—New Policy—First Read

#### Background

In July 2025, Governor Tina Kotek released Executive Order No. 25-09, which requires that all Oregon school districts have a policy in place that restricts the use of personal electronic devices from the start of regular instructional hours to the end of regular instructional hours.

School districts are required to adopt a policy no later than October 31, 2025, with full implementation in effect no later than January 1, 2026.

#### Involvement

Staff members: Melissa Harder

#### Cost Impact

None.

#### Function

Review of new policy.



# Corvallis

## SCHOOL DISTRICT

Code: JFCEB

Adopted:

Revised/Readopted:

### **Personal Electronic Devices \*/\*\***

Student use of a personal electronic device is prohibited from the start of regular instructional hours until the end of regular instructional hours, except as provided below.

#### **Definitions**

“Personal Electronic Device” (PED) means any portable, electronically powered device that is capable of:

- Making and receiving calls; or
- Making and receiving text messages; or
- Accessing the internet independently from the school’s network infrastructure.

These devices include smartphones, flip phones, tablets, e-readers, smartwatches, smart glasses, and any other personal web-capable device, as well as the headphones and/or earbuds connected to those devices. This policy does not apply to laptop computers or other devices required to support academic activities.

“Instructional Hours” means from the regular start of the school instructional day to the end of the instructional day. Students participating in a field trip, school-sponsored event, or recreational activity during instructional hours that is staff-supervised are restricted from using their personal electronic devices.

Personal electronic devices may be used when use complies with the terms of:

1. The student’s medical provider’s order for the care and treatment of a medical condition;<sup>1</sup>
2. The student’s individualized education program, as defined in ORS 343.035, or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);<sup>2</sup>
3. A written exemption provided for the student based on a request received in JFCEB-AR. School administration will respond to such a request within ten school days.<sup>3</sup>

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<sup>1</sup> JFCEB-AR must be submitted to the building administrator, along with a copy of the order.

<sup>2</sup> If use of the personal electronic device is included in the individualized education program or education plan, JFCEB-AR submission is not required.

<sup>3</sup> JFCEB-AR must be submitted to the building administrator.

Personal electronic devices may be kept by students in lockers, backpacks, or classroom pouches during regular instructional hours.

Students in violation of this policy will be subject to disciplinary action. Discipline for use of a personal electronic device may not include loss of instructional time for the student (suspension or expulsion), but could include progressive disciplinary actions outlined in leveled discipline matrices. However, if the actions taken by a student violate another conduct policy, the student may be subject to discipline up to and including expulsion.<sup>4</sup>

Necessary communications between students and parents or caregivers can be made through the school office.

The superintendent or designee shall ensure this policy is posted on the district website and made available to district personnel, students, parents, guardians, partners who are in school buildings during the school day, and the Oregon Department of Education.

In accordance with ORS 336.840, students may be allowed to use personal electronic devices<sup>5</sup> that support academic activities and independent communications<sup>6</sup>, except as prohibited by this policy. In academic activities in which a personal electronic device is required as part of the curriculum, students may be allowed, but not required, to use their own personal electronic devices for that portion of the curriculum. Students using their own devices must be granted access to any applications or electronic materials that are available to students who do not use their own personal electronic devices. These applications must be free of charge, if students who do not use their own devices have access free of charge.

Requests for exemptions to this policy can be processed in accordance with JFCEB-AR, Request for Personal Electronic Devices Exemption. Appeals can be filed with the superintendent in accordance with KL-AR, Public Complaints.

This policy takes effect upon adoption by the Corvallis School Board.

END OF POLICY

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<sup>4</sup> For example: a student could be disciplined with lost instructional time for using a personal electronic device to bully another student. Discipline will be in accordance with Board policies.

<sup>5</sup> The use of “personal electronic device” in this paragraph comes from ORS 336.840, which does not define the term. However, the definition in EO 25-09 wouldn’t necessarily apply. Consequently, items like laptop computers or other devices required to support academic activities would likely be considered personal electronic devices within this paragraph.

<sup>6</sup> “Independent communication means communication that does not require assistance or interpretation by an individual who is not part of the conversation, but that may require the use or assistance of an electronic device. ORS 336.840(1).

**Legal Reference(s):**

[ORS 332.107](#)

[ORS 336.840](#)

[Oregon Executive Order 25-09](#)

4. Policy JFCEB-AR - Request for PED Exception -- NEW



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Melissa Harder

Meeting Date: September 11, 2025

### **NO ACTION REQUIRED**

Board Policy JFCEB-AR—Personal Electronic Devices—New Policy—First Read

#### Background

In July 2025, Governor Tina Kotek released Executive Order No. 25-09, which requires that all Oregon school districts have a policy in place that restricts the use of personal electronic devices from the start of regular instructional hours to the end of regular instructional hours.

School districts are required to adopt a policy no later than October 31, 2025, with full implementation in effect no later than January 1, 2026.

#### Involvement

Staff members: Melissa Harder

#### Cost Impact

None.

#### Function

Review of new administrative regulations.



# Corvallis

SCHOOL DISTRICT

Code: JFCEB-AR  
Adopted:  
Revised/Readopted:

## Request for Personal Electronic Devices Exception

A parent or guardian may request an exception to the personal electronic device prohibition by submitting the following form to the principal:

Name of Student \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

If the reason for the request is included in the student's individualized education program, as defined in ORS 343.025 or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, this form is not required.

This request is:

- in compliance with the student's medical provider's order for the care and treatment of a medical condition (attach a copy of the order);
- to accommodate the individual circumstances of the student;
- to further specific educational outcomes for the student.

Exemption Requested (describe the requested possession and/or use of a personal electronic device to be allowed and the reason for the requested exemption):

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Duration for Requested Exemption<sup>1</sup>: \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian Name \_\_\_\_\_

Parent or Guardian Phone \_\_\_\_\_ Email \_\_\_\_\_

<sup>1</sup> The maximum duration of an exemption is the end of the current school year

FOR COMPLETION BY SCHOOL ADMINISTRATION

Request Determination

Granted      Expiration of Exemption \_\_\_\_\_

Denied      Reason for Denial \_\_\_\_\_

More information needed. Please submit within 10 days of the date below for reconsideration.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Guidelines for Exemption Consideration:

1. Exemptions should only be approved for clearly documented needs of students and their families, not mere convenience;
2. Exemptions should be consistently granted in a non-discriminatory manner;
3. Exemptions should be limited to address the specific need, with any limitations communicated to the student regarding other possession and use;
4. Exemptions should only be approved when other communication methods and device availability (school phones, laptops, computers, available internet, etc.) are not adequate for the specific need;
5. Exemptions should be communicated to necessary staff in a way that protects student privacy;
6. Exemptions should minimize disruption to other students, staff, and the educational environment.

School administration decisions will be issued and communicated to the parent or guardian within ten school days of receipt and can be appealed in accordance with KL-AR(1) – Public Complaint Procedure within ten school days of issuance. The superintendent’s decision will be final. Denied requests may be resubmitted if circumstances change or after 12 months, whichever is earlier.

5. Policy JBA/GBN-AR (1) - Sexual Harassment Complaint Procedure



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Melissa Harder & Kristin Mahoney  
Meeting Date: September 11, 2025

**NO ACTION REQUIRED**

[Board Policy JBA/GBN-AR\(1\)](#)—Sexual Harassment Complaint Procedure—Revised—First Reading

### Background

These administrative regulations describe the procedure when a student files a sexual harassment complaint.

The only change made to these administrative regulations is the updating of the notice of nondiscrimination.

### Involvement

Staff members: Melissa Harder & Kristin Mahoney

### Cost Impact

None.

### Function

Review of revisions.



Code: JBA/GBN-AR(1)  
Adopted: 6/28/99  
Revised/Readopted: 11/4/02, 4/2/12, 3/10/14, 1/10/19, 9/10/20, 9/5/24

## **Sexual Harassment Complaint Procedure**

Reports and complaints of sexual harassment should be made to the following individual(s):

Name: Rynda Gregory  
Position: Title IX Coordinator  
Phone: 541-757-5840  
Email: rynda.gregory@corvallis.k12.or.us

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy JBA/GBN - Sexual Harassment.

**Step 1** The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy JBA/GBN - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 5 working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 2** If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final<sup>1</sup>.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is

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<sup>1</sup> If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.



**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Corvallis School District does not discriminate on the basis of age, citizenship, color, disability, gender expression, gender identity, national origin, parental or marital status, race, religion, sex, or sexual orientation in its programs and activities, and provides equal access to designated youth groups. The following persons have been designated to handle inquiries regarding discrimination: Rynda Gregory, Human Resources Administrator and Title IX Coordinator: rynda.gregory@corvallis.k12.or.us, 971-217-6309; Byron Bethards, Student Growth and Experience Director, Title II Oversight and Complaints, and ADA Complaints: byron.bethards@corvallis.k12.or.us

The Corvallis School District does not discriminate on the basis of age, citizenship, color, disability, gender expression, gender identity, national origin, parental or marital status, race, religion, sex, or sexual orientation in its programs and activities, and provides equal access to designated youth groups. The following persons have been designated to handle inquiries regarding discrimination: Rynda Gregory, Human Resources Administrator and Title IX Coordinator: [rynda.gregory@corvallis.k12.or.us](mailto:rynda.gregory@corvallis.k12.or.us), 971-217-6309; Melissa Harder, Assistant Superintendent and Title II Oversight: [melissa.harder@corvallis.k12.or.us](mailto:melissa.harder@corvallis.k12.or.us); Sabrina Wood, Special Education Coordinator and ADA Title II Complaints: [sabrina.wood@corvallis.k12.or.us](mailto:sabrina.wood@corvallis.k12.or.us)



**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Corvallis School District does not discriminate on the basis of age, citizenship, color, disability, gender expression, gender identity, national origin, parental or marital status, race, religion, sex, or sexual orientation in its programs and activities, and provides equal access to designated youth groups. The following persons have been designated to handle inquiries regarding discrimination: Rynda Gregory, Human Resources Administrator and Title IX Coordinator: rynda.gregory@corvallis.k12.or.us, 971-217-6309; Melissa Harder, Assistant Superintendent and Title II Oversight: melissa.harder@corvallis.k12.or.us; Sabrina Wood, Special Education Coordinator and ADA Title II Complaints: sabrina.wood@corvallis.k12.or.us

The Corvallis School District does not discriminate on the basis of age, citizenship, color, disability, gender expression, gender identity, national origin, parental or marital status, race, religion, sex, or sexual orientation in its programs and activities, and provides equal access to designated youth groups. The following persons have been designated to handle inquiries regarding discrimination: Rynda Gregory, Human Resources Administrator and Title IX Coordinator: rynda.gregory@corvallis.k12.or.us, 971-217-6309; Byron Bethards, Student Growth and Experience Director, Title II Oversight and Complaints, and ADA Complaints: byron.bethards@corvallis.k12.or.us

6. Policy GBN/JBA-AR (1) - Sexual Harassment Complaint Procedure



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Melissa Harder & Kristin Mahoney  
Meeting Date: September 11, 2025

**NO ACTION REQUIRED**

[Board Policy GBN/JBA-AR\(1\)](#)—Sexual Harassment Complaint Procedure—Revised—First Reading

### Background

These administrative regulations describe the procedure when an employee files a sexual harassment complaint.

The changes to these administrative regulations is updating the notice of nondiscrimination on the complaint and witness forms.

### Involvement

Staff members: Melissa Harder, & Kristin Mahoney

### Cost Impact

None.

### Function

Review of revisions.



Code: GBN/JBA-AR(1)  
Adopted: 6/28/99  
Revised/Readopted: 11/4/02, 4/2/12, 3/10/14, 1/10/19, 9/10/20, 9/05/24

## **Sexual Harassment Complaint Procedure**

Reports and complaints of sexual harassment should be made to the following individual(s):

Name: Rynda Gregory  
Position: Title IX Coordinator  
Phone: 541-757-4433  
Email: [rynda.gregory@corvallis.k12.or.us](mailto:rynda.gregory@corvallis.k12.or.us)

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

**Step 1** The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 5 working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 2** If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final<sup>1</sup>.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is

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<sup>1</sup> If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.



**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Corvallis**  
SCHOOL DISTRICT

Corvallis School District  
1555 SW 35<sup>th</sup> Street – Corvallis OR – 97333  
Phone – 541-757-5911

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_  
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I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## 7. Policy GBNAA-JHFF-AR - Suspected Sexual Conduct Report Procedure



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Melissa Harder & Kristin Mahoney  
Meeting Date: September 11, 2025

**NO ACTION REQUIRED**

[Board Policy GBNAA-JHFF-AR](#)—Suspected Sexual Conduct Report Procedures and Form—Revised—First Reading

### Background

These administrative regulations describe the reporting procedures when a district designee receives a report of suspected sexual conduct by a district employee or contractor.

The only update to these administrative regulations is the change to the notice of non-discrimination at the bottom of the forms.

### Involvement

Staff members: Melissa Harder, & Kristin Mahoney

### Cost Impact

None.

### Function

Review of revisions.



Code: GBNAA/JHFF-AR  
Adopted: 1/9/20  
Revised/Readopted: 9/5/24

## **Suspected Sexual Conduct Report Procedures and Form**

When the designee receives a report of suspected sexual conduct that may have been committed by a person licensed<sup>1</sup> through Teacher Standards and Practices Commission (TSPC), the designee shall notify TSPC as soon as possible. When the designee receives a report of suspected sexual conduct that may have been committed by a person who is not licensed through TSPC, the designee shall notify the Oregon Department of Education (ODE) as soon as possible.

The district posts in each school building the names and contact information of the employees in each school building designated to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

If the superintendent is the alleged perpetrator the report shall be submitted to the Human Resources Director who shall refer the report to the Board chair.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave<sup>2</sup> and take necessary actions to ensure the student's safety. The employee shall remain on leave until TSPC or ODE determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not been violated and an employment action against the employee is not required. The district will investigate all reports of suspected sexual conduct by persons who are licensed by the TSPC, unless otherwise requested by TSPC, and all reports of suspected sexual conduct by persons who are not licensed by TSPC, unless otherwise requested by ODE.

When the designee receives a report of suspected sexual conduct by a contractor, an agent or a volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support a report of suspected sexual conduct, the district shall prohibit the contractor, agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE that the report is unsubstantiated.

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<sup>1</sup> "License" includes a license, registration or certificate issued by the Teacher Standards and Practices Commission.

<sup>2</sup> The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

An “investigation” means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

A “substantiated report” means a report of sexual conduct that TSPC or ODE determines is founded.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

## **Training**

The district shall provide training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and
3. Appropriate electronic communications with students.

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;
4. Obligations of district employees under adopted board policies to report suspected sexual conduct; and
5. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.



**SUSPECTED SEXUAL CONDUCT REPORT FORM**

Name of person making report: \_\_\_\_\_

Position of person making report: \_\_\_\_\_

Name of person suspected of sexual conduct: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of suspected sexual conduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**WITNESS DISCLOSURE FORM**

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony/interview: \_\_\_\_\_

Description of instance witnessed: \_\_\_\_\_

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Any other information: \_\_\_\_\_

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8. Policy JHFF-GBNAA-AR - Suspected Sexual Conduct Report Procedure



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Melissa Harder & Kristin Mahoney  
Meeting Date: September 11, 2025

**NO ACTION REQUIRED**

[Board Policy JHFF-GBNAA-AR](#)—Suspected Sexual Conduct Report Procedures and Form—Revised—First Reading

### Background

These administrative regulations describe the reporting procedures when a district designee receives a report of suspected sexual conduct by a district employee or contractor.

The only update to these administrative regulations is the change to the notice of non-discrimination at the bottom of the forms.

### Involvement

Staff members: Melissa Harder, & Kristin Mahoney

### Cost Impact

None.

### Function

Review of revisions.



Code: JHFF/GBNAA-AR  
Adopted: 11/8/10  
Revised/Readopted: 1/9/20, 9/5/24

## **Suspected Sexual Conduct Report Procedures and Form**

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<sup>2</sup> The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE that the report is unsubstantiated.

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An “investigation” means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

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5. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.



**SUSPECTED SEXUAL CONDUCT REPORT FORM**

Name of person making report: \_\_\_\_\_

Position of person making report: \_\_\_\_\_

Name of person suspected of sexual conduct: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of suspected sexual conduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**WITNESS DISCLOSURE FORM**

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony/interview: \_\_\_\_\_

Description of instance witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Any other information: \_\_\_\_\_

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\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## 9. Policy GBEA-AR - Workplace Harassment



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Melissa Harder & Kristin Mahoney  
Meeting Date: September 11, 2025

**NO ACTION REQUIRED**

Board Policy GBEA-AR—Workplace Harassment Reporting and Procedure —Revised—First Reading

### Background

These administrative regulations describe how any employee who believes they have been a victim of workplace harassment can report that harassment and what process they can expect in the case of an investigation.

The update to these administrative regulations is the change to the notice of non-discrimination at the bottom of the forms and changing the Assistant Superintendent to the Superintendent when filing a complaint against the HR Director.

### Involvement

Staff members: Melissa Harder & Kristin Mahoney

### Cost Impact

None.

### Function

Review of revisions.



Code: GBEA-AR  
Adopted: 2/6/20  
Revised/Readopted: 9/5/24

## **Workplace Harassment Reporting and Procedure**

Any district employee who believes they have been a victim of workplace harassment may file an oral or written report to the Human Resources Director or to the ~~Assistant~~ Superintendent if the alleged harassment involves the Human Resources Director. A district employee may also file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process, or under any other available law.

Additional information regarding the filing of a report may be obtained through the principal, compliance officer or superintendent.

A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082 or 659A.112 or section 4 of Senate Bill 479 (2019) must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

All documentation related to workplace harassment complaints may become part of the personnel file of the employee who is the alleged harasser, as appropriate. Additionally, a copy of all workplace harassment reports, complaints, and documentation will be maintained by the district as a separate confidential file and stored in the district office.

### **Investigation Procedure**

The Human Resources Director is responsible for investigating reports concerning workplace harassment. The investigator(s) shall be a neutral party having had no involvement in the report presented. If the alleged workplace harassment involves the Human Resources Director, the employee may report to ~~the~~ Assistant Superintendent. All reports of alleged workplace harassment behavior shall be investigated.

The investigator shall:

1. Document the alleged, reported incident of workplace harassment;
2. Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee;
3. Provide a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee; and
4. Complete the following steps:

**Step 1** Promptly initiate an investigation. The investigator will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 10 working days after receipt of the report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The

investigator shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

A copy of the report, complaint, or other documentation about the incident, and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the workplace harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent's office.

**Step 2** If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent shall review the investigator's report and findings. The superintendent will arrange such meetings with the complainant and other affected parties as deemed necessary by the superintendent to discuss the appeal. The superintendent shall provide a written decision to the complainant within 10 working days after receipt of the appeal.

**Step 3** If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the findings and conclusion of the superintendent in a public meeting to determine what action is appropriate. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's decision as the district's final decision.

If the Board conducts a hearing, the complainant shall be given an opportunity to present the appeal at a Board meeting. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues. The Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

If the Board chooses not to hear the appeal, the superintendent's decision in Step 2 is final.]

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information<sup>1</sup> required to be issued to the complainant as described in this administrative regulation. The Board chair shall present the complaint to the Board at a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The Board shall decide, within 30 days, in open session what action if any is warranted. The Board chair shall notify the complainant in writing within 10 days that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

## **Follow-up Procedures**

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<sup>1</sup> Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee, and a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee.

The Human Resources Director will follow up with the district employee of the alleged harassment once every three months for the calendar year following the date on which the Human Resources Director received a report of harassment, to determine whether the alleged harassment has stopped or if the employee has experienced retaliation. The Human Resources Director will document the record of this follow-up. The Human Resources Director will continue follow-up in this manner until and unless the employee directs the Human Resources Director in writing to stop.

### **Other Reporting Options and Filing Information**

Nothing in this policy prevents an employee from filing a formal grievance in accordance with a collective bargaining agreement (CBA) or a formal complaint with BOLI or the Equal Employment Opportunity Commission (EEOC); or if applicable, the U.S. Department of Labor (USDOL) Civil Rights Center. Review the CBA for any provision that requires an employee to choose between the complaint procedure outlined in the CBA and filing a BOLI or EEOC complaint.

Nothing in Board policy GBEA - Workplace Harassment or this administrative regulation prevents any person from seeking remedy under any other available law, whether civil or criminal.

An employee or claimant must provide advance notice of claim against the employer as required by ORS 30.275.

### **Filing a report with the U.S. Department of Labor (USDOL) Civil Rights Center.**

An employee whose agency receives federal financial assistance from the USDOL under the Workforce Innovation and Opportunity Act, Mine Safety and Health Administration, Occupational Safety and Health Administration, or Veterans' Employment and Training Service, may file a complaint with the state of Oregon Equal Opportunity Officer or directly through the USDOL Civil Rights Center. The complaint must be written, signed and filed within 180 days of when the alleged discrimination or harassment occurred.



**WORKPLACE HARASSMENT REPORTING OR COMPLAINT FORM**

Name of person making report/complainant: \_\_\_\_\_

Position of person making report/complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of alleged misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of workplace harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Corvallis School District does not discriminate on the basis of age, citizenship, color, disability, gender expression, gender identity, national origin, parental or marital status, race, religion, sex, or sexual orientation in its programs and activities, and provides equal access to designated youth groups. The following persons have been designated to handle inquiries regarding discrimination: Rynda Gregory, Human Resources Administrator and Title IX Coordinator: [rynda.gregory@corvallis.k12.or.us](mailto:rynda.gregory@corvallis.k12.or.us), 971-247-6309; Melissa Harder, Assistant Superintendent and Title II Oversight: [melissa.harder@corvallis.k12.or.us](mailto:melissa.harder@corvallis.k12.or.us); Sabrina Wood, Special Education Coordinator and ADA Title II Complaints: [sabrina.wood@corvallis.k12.or.us](mailto:sabrina.wood@corvallis.k12.or.us)

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**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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XII. BOARD MEMBER COMMENTS (9:20 PM)\*

XIII. ADJOURNMENT (9:30 PM)\*

\*All times are approximate.

*Note: The Chair of the Board may alter the order of business as they deem proper and necessary.*

Agendas – Agendas and supporting materials are available online at <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829> a few days before each School Board meeting. For more information, please contact Kim Nelson at [kim.nelson@corvallis.k12.or.us](mailto:kim.nelson@corvallis.k12.or.us).

Communication With the School Board—Communication with the Board can be made by telephone, letter, e-mail, and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35th Street, Corvallis, OR 97333. E-mails may be sent to [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us) and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us).

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

Public Comment –

Guidelines are at: <https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/>

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

Grievance Process - ORS 192.705

Grievances alleging a violation by a governing body of provisions in Public Meetings Law may be submitted in writing to Kim Nelson at [kim.nelson@corvallis.k12.or.us](mailto:kim.nelson@corvallis.k12.or.us) or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. Additional information is available on the district website.

<b>SCHOOL BOARD MEMBERS</b>			
Luhui Whitebear, Chair	541-714.3305	Terese Jones, Co-Vice Chair	541-230-1673
Shauna Tominey, Co-Vice Chair	541-829-8411	Sami Al-Abdrabbuh	541-283-6611
Chris Hawkins	541-602-2045	Judah Largent	541-231-8415
Bernie Wang	541-704-7298		

<b>EXECUTIVE STAFF MEMBERS</b>	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent	541-766-4857
Lauren Wolfe, Finance Director	541-757-5874
Jennifer Duvall, Human Resources Director	541-757-5840
Kim Patten, Operations Director	541-757-3849
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841