

Agenda

1. Call Meeting to Order
2. Pledge of Allegiance
3. Early Items
 - a. Celebrate Student Success: Summer Enrichment Activities Highlights
 - b. Athletics & Activities Fall Preview
4. Citizen Input
 - Two options to share input as part of the public record of the meeting:
 - 1) Attend the meeting in person to give public comments. In-person attendees should fill out a blue comment card upon arrival at the meeting and give the completed card to the Board Secretary. Commenters must provide their name, address, phone number, and organization (if applicable).
 - 2) If you are unable to attend the meeting in person, you may submit a public comment via email to Board Secretary Nancy Raskauskas-Coons at nancyr@brookings.k12.or.us at least 24 hours prior to the meeting for inclusion in the agenda packet.
5. Consent Agenda
 - a. 2021-2023 BHSD and BHEA Agreement
 - b. Approve Minutes
 - c. Approve Bills
 - d. Approve New Hires
6. District Reports and Information
 - a. Comments from the Superintendent
 - RSSL Relisency Framework
 - Graduation Requirements
 - Back-to-School Updates
 - b. District Reports
 - c. Finance Reports
 - d. Oregon English Language Learner State Report
7. Action Items
 - a. September as Suicide Awareness and Prevention + Action Month Proclamation
8. Board Functions and Comments
9. Key Dates and Calendar Updates
 - a. New employee lunch, 11 a.m. Monday, Aug. 30, 2021, BHHS Cafeteria
 - b. All-District Staff In-Service Outdoor BBQ Kick-Off, noon, Tuesday, Aug. 31, 2021, Elmer Bankus Stadium.
 - c. 75th Annual OSBA Convention, Nov. 11-13, 2021, Salem Convention Center.
10. Adjournment

AGREEMENT

between

Brookings-Harbor School District 17C

and

Brookings-Harbor Education Association

for

2021-2023 School Years

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – NEGOTIATIONS PROCEDURE	1
ARTICLE 3 – DISTRICT FUNCTIONS	2
ARTICLE 4 – LENGTH OF CONTRACT YEAR	3
ARTICLE 5 – WORKING HOURS	6
ARTICLE 6 – WORKING CONDITIONS	9
ARTICLE 7 – TRANSPORTATION MATTERS	12
ARTICLE 8 – PERSONAL AND ACADEMIC FREEDOM	13
ARTICLE 9 – RESPONSIBILITIES AND DISCIPLINE	13
ARTICLE 10 – SITE COUNCIL	14
ARTICLE 11 – RIGHTS OF EMPLOYEES	14
ARTICLE 12 – DISCIPLINE AND DISCHARGE	15
ARTICLE 13 – GRIEVANCE PROCEDURE	16
ARTICLE 14- COMPLAINT PROCEDURE	20
ARTICLE 15 –STAFF EVALUATION	21
ARTICLE 16 – PERSONNEL FILES	22
ARTICLE 17 – VACANCIES, PROMOTIONS AND TRANSFERS	22
ARTICLE 18 – LEAVES	24
ARTICLE 19- COMPENSATION	27
ARTICLE 20 - LAYOFF AND RECALL	37
ARTICLE 21 – DUES DEDUCTION	40
ARTICLE 22 – ADDITIONAL PROVISIONS	40
ARTICLE 23 – JOB SITE STUDENT MENTORING PROGRAM	42
ARTICLE 24 – EXECUTION/SIGNATURES	43

PREAMBLE

This Agreement is entered into between the Board of Education on behalf of the Brookings-Harbor School District 17C, Curry County, Oregon, herein referred to as the “District,” and the Brookings-Harbor Education Association, herein referred to as the “Association.” The District recognizes the Association’s right to affiliate with any union or association it so desires; currently the Association is affiliated with the Oregon Education Association (OEA), and the National Education Association (NEA).

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to employment relations for employees included in the bargaining unit.

ARTICLE 1 – RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative for all employees of the Brookings-Harbor School District, excluding the Superintendent, principals, vice-principals, supervisory and confidential employees as defined by ORS 243.650 (23) and (6), employees required by law to be licensed by the Teacher Standards and Practices Commission who work less than twenty (20) hours per week, substitute employees and temporary licensed employees newly hired to fill bargaining unit positions that were vacated or created after the start of the school year.

Classified Probationary Employees: All new classified employees will be probationary for 100 of their assigned workdays or until results of the required fingerprinting are returned to the District whichever occurs later. A determination of employment eligibility will be based on the results.

If any District policies, rules, or regulations are in conflict with this Agreement, the specific terms of this Agreement shall be controlling as they apply to this bargaining unit.

There shall be two (2) signed original copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. Within ten (10) days of signing of this Agreement by both parties, the District agrees to email a copy to all bargaining unit employees and shall make the contract available to new employees when they begin work.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

- A. This Agreement shall continue in full force and effect for successive school years unless the Association or the District serves notice upon the other, by February 1 of the year in which this Agreement expires, of its desire to renegotiate the Agreement.
- B. This Agreement shall not be modified, except by mutual written agreement of the parties.
- C. Length of Agreement. The length of this Agreement shall be for two 2 years; July 1, 2021 to June 30, 2022 and July 1, 2022 to June 30, 2023.

ARTICLE 3 – DISTRICT FUNCTIONS

- A. It is recognized that the District has the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and school activities of its employees except as specifically provided in this Agreement.
- B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized that the District’s operations and managerial responsibility includes:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and District public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health and property protection measures where legal responsibility of the District or other governmental unit is involved.
 - 6. The right to enforce the policies, the rules and the regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - 7. The direction, transfer and assignment of all the working forces in the system, including the right to hire, suspend or discharge.
 - 8. The creation, combination, modification or elimination of any position(s).
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 - 10. The determination of the processes, techniques, methods and means of teaching and the subjects to be taught through mutual cooperation.
 - 11. The right to schedule classes and assign work leads and to select textbooks, teaching aids and materials through mutual cooperation.

Nothing in this contract shall restrict the District's right to contract or subcontract out bargaining unit work and/or work currently being performed by members of the bargaining unit. This reserved right is without qualification; there is no District obligation to bargain as to any contracting or subcontracting decision and the impact thereof. This is understood to be a waiver of the right to demand decisional and impact bargaining.

The Association and the District shall have no obligation to negotiate on any subject during the term of this Agreement except as specifically provided by this contract or by law.

ARTICLE 4 – LENGTH OF CONTRACT YEAR

- A. School Calendar. It is recognized that the District has the responsibility to set the annual school calendar. The proposed calendar shall be submitted to the Association for comment prior to the final action taken by the Board to adopt the calendar. The Board maintains sole discretion on the school calendar.
- B. Basic Contract Year - Licensed Staff. The basic contract year for the 2019-2020 and 2020-2021 school years for teachers shall consist of 196 days. Should the state mandate additional days, they shall be added at the daily rate of the current salary schedule. Teachers new to the District shall have an additional paid in-service day prior to the first day of the contract year.

The 192 days shall include: (2021-2022; 2022-2023)

- 1. 174 Student Instructional Days
 - 2. Six (6) classroom teacher workdays, which will include not less than two (2) pre-school days and one (1) work day at the end of each quarter.
 - 3. Four (4) District-directed in-service days.
 - 4. One (1) parent-teacher conference day.
 - 5. Seven (7) holidays (Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Martin Luther King Day, Memorial Day, President's Day).
 - 6. Employees interested in attending a state-wide in-service program shall be able to attend if the training is relevant to their positions and substitutes are available.
- C. The District agrees to make every effort to schedule school breaks for vacation periods of approximately a week between Christmas and New Year's Day, and five (5) consecutive days in the spring.
 - D. The District intends to maintain a full calendar for the 2019-2020 and 2020-2021 school years. If in any given school year, the Board believes the general fund's ending fund balance will fall below 5% based on the January 31 expenditure by object report, the Board and the BHEA will come together to examine finances and determine how many days, if any, will be reduced. Bargaining shall begin no later than February 15 under ORS

243.712, however, initial bargaining shall last no more than 30 days with no less than three sessions unless the parties reach agreement prior to the third session. However, the three sessions must be completed within 30 days of the February 15th start date. Should the parties go to mediation, one mediation session shall meet the statutory requirement for bargaining over the reduction of days unless two can be scheduled within the fifteen days.

E. Holidays - Classified

1. Paid Holidays for 260 day-Employees

- a. Independence Day (July 4)
- b. Labor Day (1st Monday in September).
- c. Veterans' Day (November 11).
- d. Thanksgiving Day (4th Thursday in November).
- e. Day after Thanksgiving Day (Friday)
- f. Christmas Day (December 25)
- g. One day during the scheduled winter break.
- h. New Year's Day (January 1).
- i. Martin Luther King Day.
- j. Presidents' Day (3rd Monday in February).
- k. Memorial Day (last Monday in May).

2. Paid Holidays for All Others

- a. Labor Day (1st Monday in September).
- b. Veterans' Day (November 11).
- c. Thanksgiving Day (4th Thursday in November).
- d. Day after Thanksgiving (Friday).
- e. Martin Luther King Day.
- f. Presidents' Day (3rd Monday in February).
- g. Memorial Day (last Monday in May).

F. Holiday Pay

For the employee to be eligible for holiday pay, he/she must have worked the day immediately before and the day immediately after the holiday, or be on some form of authorized paid leave on those days or on family medical leave (FMLA/OFLA/OSLA).

G. Licensed Staff Midyear Retirements

In order to minimize disruption for students the District may employ retiree(s) for the remainder of the year. The following conditions will apply:

1. The retiree will be issued a temporary contract. Notwithstanding that the retiree is on a temporary contract, he/she will be covered by the terms and conditions of the collective bargaining agreement except as specifically modified in this section.
2. The District will pay the retiree on a monthly basis at the per diem rate based upon the annual salary of the retiree at the date of retirement.
3. The retiree shall not be covered by Article 18 – Leaves, except that the retiree shall accumulate one (1) day of sick leave per month for each full month worked after the date of retirement, which may be used for appropriate illness or injury during the period of temporary contract.
4. The retirement shall not create a vacancy under Article 17, Section A of this agreement.
5. The position filled by the retiree shall be posted as a vacancy no later than the end of the school year.

H. Rehiring of Retirees

All positions vacated by the retirement of employees who wish to continue the following year shall be posted internally and externally. Applications from retired employees (inside or outside of the District) may be accepted and the candidate(s) may be interviewed for positions. Should the District decide to hire a retiree, the following provisions shall apply:

1. The retiree shall be a member of the bargaining unit covered by the terms and conditions of the collective bargaining agreement except as specifically modified in this section.
2. A District retired employee shall be paid at his/her appropriate rate of pay with no break in service. Non-District retired employees shall be paid pursuant to Article 19, Section II, I 4, and Section III, A, 3 of this Agreement.

3. The retiree shall not carry-over his/her sick leave accumulated at the time of retirement, provided the employee has fully retired from PERS.
4. In the event of a layoff, no licensed retirees shall be retained if a non-retired licensed employee is presently licensed to teach that assignment.
5. At no time shall the balance of retired employees exceed ten (10%) percent of the bargaining unit employees. Upon request from the Association, the District will provide the number of bargaining unit employees and the number of retired employees, one time per year.

ARTICLE 5 – WORKING HOURS

A.

1. **Teaching Hours:** Licensed staff working hours shall be for eight (8) hours per day, inclusive of the thirty (30) minute duty-free lunch period. Beginning and ending times for each building may vary from building to building. Should an employee's schedule vary from the rest of the staff, the hours worked shall be contiguous. Licensed staff shall receive at least seven (7) days advance notice if building hours are to change.
2. **Extended Assignment:** By mutual agreement between the employee and the District, employees may accept assignments to teach above and beyond the normal teacher assigned day for extra compensation at his/her hourly rate for the additional assigned period. The District may not unilaterally assign a teacher additional classes, and the teacher shall not be entitled to a continuation of such an extended assignment from academic term to academic term. The parties agree that an individual may not be assigned more than one additional class in any given term.

When the District and an employee agree to such an extended assignment, the teacher shall be compensated at his/her hourly rate for the additional assigned period. On mutual agreement of the District and the employee, the teacher may be scheduled to leave early, but such arrangement shall not excuse the teacher from attending scheduled staff meetings.

3. On days preceding holidays and vacations, the licensed staff shall be able to leave when the last bus leaves all schools.
4. Licensed staff is required to attend certain building and District meetings. Staff meetings and in-service activities shall occur during the work day. The administration will consult with the staff in developing the in-services. Note: the limitation on time spent at general staff meetings beyond the regular day is not intended to include other committee meetings or team meetings not called by the administration that are necessary and may occur outside the regular work day.

- B. Duty-Free Lunch. All licensed staff shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes. Licensed staff may leave the building during their scheduled duty-free lunch period.
- C. Assigned Duties. All licensed staff are expected, as part of the teaching contract, to assist with these activities during regular building hours.
1. School activity sponsorship;
 2. School supervisor;
 3. Faculty study groups;
 4. Assigned duties at games;
 5. Assignment as supervisor of school sponsored social activities.
- D. Preparation Time. Teachers shall have the following preparation time during the teacher workday:
1.
 - a. Grades K- 5: A minimum of 50 continuous minutes preparation per day will occur; however, if less than five (5) minutes is lost due to travel schedules between buildings, no grievances can be filed.

If the District hires teacher(s) in the Elementary for Art, Physical Education, or Music, a minimum of fifty (50) minutes preparation per day with one block of fifty (50) continuous minutes or two blocks of not less than twenty-five (25) continuous minutes.

There will be one fifteen (15) minute a.m. student recess, and one ten (10) minute afternoon recess exclusive of the lunch period for grades K-3 and there will be one 15 minute student recess, exclusive of the lunch period for grades 4-5. Teachers shall not be required to supervise students during recess periods. On regular school days, full-time instructional assistants will continue to work twenty (20) minutes beyond the student day, except when serving as bus aides.
 - b. Grade 6 – 12: During a regular week with no block schedule, preparation time shall be a minimum of one student class period per day. On days when students do not attend for a full day the period shall reflect the length of the student class period on that day.

During a regular week while on a block schedule, teachers shall teach no more than six (6) classes (equivalent to a regular work week, seven period day), shall have the averaged equivalent of one class period per day as

preparation time, with preparation time at least every other day school is in session.

2. The above preparation time provisions do not apply on early release days or shortened weeks. However, prorated prep time will be given.
- E. Professional Learning Communities: Professional Learning Communities (PLC) is a group of educators that meets regularly, shares expertise, and works collaboratively to improve teaching skills and the academic performance of students.
1. PLC members engage in an ongoing cycle of the following activities:
 - a. Gathering evidence of current levels of student learning;
 - b. Developing strategies, ideas, and lesson plans to build on student strengths and address weaknesses in the student learning;
 - c. Implementing those strategies;
 - d. Analyzing the impact of changes to discover what is effective and what is not effective; and
 - e. Applying new knowledge in the next cycle of continuous improvement.
 2. PLC teams and administration shall collaboratively determine the agenda, content, and location of PLC meetings.
 3. Two times a month on the designated early release day, 60 minutes will be allotted for PLC meetings. Two times a month on early release day, there will be 60 minutes time for staff meeting or professional development meetings.
- F. Loss of Preparation Time. Teachers who are directed by the administration to cover a classroom during their preparation time shall be paid at the hourly rate of their contracted rate. Teachers shall be compensated for loss of preparation time while supervising their own class.
- G. Meal and Rest Periods (Classified). Except in emergencies, each full-time classified employee shall receive an uninterrupted period of time for the purpose of eating during or near the midpoint of each employee's work period, of at least one-half (1/2) hour. Such period shall be without pay. Each classified employee shall receive a fifteen (15) minute break during each four (4) hour period of consecutive service. Such rest period shall be designated by the employee's immediate supervisor, and shall be with pay.
- H. Overtime Equalization (Classified). Reasonable effort shall be made to share overtime within the respective classifications with the understanding that individuals working within a work site will share overtime within that site whenever possible. Overtime work not normally assigned by site shall be open to all qualified employees. All overtime must

be approved in advance by the building principal, supervisor, or other manager who is not a member of the Association.

- I. Pay For Hours Worked (Classified). Except for designated paid holidays, classified employees will not be paid for any day on which no work is actually performed.
- J. Extra Duty Assignments (Classified). The District will make a good faith effort to assign extra duties that arise from time to time on an approximately equal basis among members in the respective classification in which such work arises; provided that, the District shall have no obligation to assign extra work to a member if such an assignment conflicts with the member's regularly scheduled hours of work, or will obligate the District to pay overtime to the member when such work can be assigned to another member without creating such an obligation. Members may not trade extra work assignments.
- K. Summer Work. Within each classification and with prior supervisor approval, classified employees working during July may elect to work four (4) ten (10) hour days or five (5) eight (8) hour days except for the week of the Fourth of July which will be worked as eight (8) hour work days. Such schedule must be declared at the beginning of the summer work schedule for that summer. Paid holidays shall be paid in eight (8) hour increments. Vacation shall be paid at hourly increments.

ARTICLE 6 – WORKING CONDITIONS

- A. Teaching Materials and Equipment. The District shall make available in each school building equipment to make copies, a staff lunch room, and staff restrooms. The District recognizes that appropriate curriculum, texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession.

Teachers will have access to these materials as needed. Interested members will be allowed to participate in the building budgeting process for the selection of materials and equipment with the results reported to staff. These meetings are necessary and will begin during the work day and may extend beyond the regular work day. These budget meetings will be without additional compensation.

- B. Inclement Weather/Emergency Closure.

The District maintains the ability to close school(s) for emergency reasons. On regularly scheduled contract days when the district is closed due to inclement weather or emergency closures, all staff are not required to report unless directed by the Superintendent. Such time not worked due to emergency closure will be without loss of pay. Any member required to report to work during the closure by the Superintendent shall be compensated at the rate of time and a half for all hours actually worked during that shift.

In the event that the closure(s) causes the district to fall below state minimum instructional standards, the district may, at its discretion require that the same amount of

time lost be made up at some later point in the school year. All employees will be compensated in accordance with Oregon law for time made-up.

When the parties mutually agree that an emergency situation, arising from inclement weather and/or other unsafe circumstances, does not allow for safe travel, bargaining unit members will not be expected to report for duty and shall have the choice of utilizing retroactively applied Personal Leave pursuant to Article 18.F or Short Term Unpaid Leave of Absence pursuant to Article 18.G.

- C. Safe Working Conditions. Each member shall immediately report any unsafe or hazardous condition to the member's supervisor. Upon request of the member, the District shall provide a written response to the member specifying the action the District proposes to take in response to the report. No member shall be required to work in a situation that the District has identified as unsafe or to perform tasks that the District agrees would be dangerous or hazardous to his/her health or well-being.

- D. Lead Teacher: At its sole discretion the District may fill and assign "lead teacher" positions within the following parameters:
 - 1. The purpose of a "lead teacher" position shall be to provide an identified substitute for the administrators in instances where they are out of the building and where the "lead teacher" assignment is activated. The designated "lead teacher" shall only be considered assigned to and working in his/her "lead teacher" assignment when: (a) all the administrators are out of the building and (b) the assignment has been preapproved by the District Office, or is approved in an emergency circumstance.
 - 2. A teacher's acceptance of, and continuation in a "lead teacher" position shall be voluntary and the teacher shall not be entitled to continuation of the "lead teacher" assignment from academic term to academic term. If a teacher wishes to resign from a "lead teacher" position, the resignation shall take effect at the end of the current academic term, provided the employee has given two weeks (14 calendar days) notice to the District.
 - 3. A "lead teacher" shall remain a member of the bargaining unit and as such shall not be assigned any activity or duty that would endanger his/her status as a bargaining unit member, including, but not limited to, participating in the evaluation of other employees.
 - 4. The District shall reimburse the "lead teacher" for reasonable preapproved expenses related to attending meetings or training outside the District directly related to his/her assignment as a "lead teacher." If the District directs the "lead teacher" to work beyond his/her normal work year and/or workday, on "lead teacher" related duties, the teacher shall be compensated at his/her hourly rate.

- E. Assignments.
 - 1. Licensed staff who are employed by the District during any given year shall be notified in writing of their assignments for the ensuing year as soon as possible,

but not later than the end of the current school year, except in extenuating circumstances.

2. Classified employees shall be notified in writing no later than May 30 of the District's intent to continue their employment in the fall. This notification shall include the position at which they will be employed, the anticipated number of days and hours during the day they will work, and they shall be given their starting dates and ending dates for the next school year, except in extenuating circumstances.
 3. Members newly hired prior to the beginning of any school year shall be notified in writing of their assignments at the time of hire, except in extenuating circumstances.
 4. The District retains the right to change an employee's assignment in order to meet educational and program needs. The District recognizes it takes multiple years in an assignment to become proficient. The District agrees to retain employees in their positions for at least two years except in cases of voluntary transfer requests or bumping required in a lay off.
 5. The District shall notify employees no later than September 1 of each year as to which days will be required work days.
- F. Preparation Limits. The District shall make a reasonable effort to limit subject preparations for teachers to not more than three (3) for members in grades 6-12.
- G. The District shall assign students with Special Education requirements to classes equitably across grade levels and all subject areas.
- H. The District recognizes that class sizes should be kept within the limits of good teaching practices, balanced class sizes and the capacity of District classrooms for given grade levels and subject areas. When a request for student transfer is made because of a conflict, every reasonable effort will be made to bring those involved together to resolve the issue prior to a transfer. If it is determined that a mid-year transfer will occur, both teachers will receive a notice of transfer not less than two (2) work days prior to the actual transfer.
- I. Staff Training.
1. When regular education teachers receive 504 or special education students, they are encouraged to seek training through the administration. If a teacher seeks training related to 504 and special education students, and the teacher is not satisfied with the training opportunities provided, the teachers may submit a request for training directly to the Superintendent.
 2. When the District selects new curriculum, software, or adopts a new daily structure, such as going to a block schedule, staff will be given training prior to teacher planning and implementation.

ARTICLE 7 – TRANSPORTATION MATTERS

- A. District-Owned Vehicles. Members shall use District-owned vehicles for business of the District when such vehicles are available. If a District vehicle is not available, the member may, with the advance approval of the Transportation Supervisor, use a personal vehicle for such purposes. Members shall be compensated for pre-approved use of their personal vehicle at the Internal Revenue Service rate.
- B. Pupil Transportation. Members shall not be required to use their personal vehicles or any other private vehicle for the transportation of students.
- C. Reimbursement of Travel Expense. Members required, in the course of their work to drive personal automobiles from one school building to another, shall receive a car allowance at the current Internal Revenue Service rate.
- D. When any daily bus run is open, it first shall be offered to current employees through a seniority bidding system, with the most senior driver bidding receiving the bus run. Runs shall be deemed open when (a) a vacancy is created by termination; (b) the District creates a new run, and/or (c) changes an existing run by increasing or decreasing the duration of the run by twenty percent (20%).
- E. The District may establish additional criteria which must be met relative to the special education bus. These criteria must be related to the efficient operation and legal requirements of said vehicles. The District shall provide training to those requesting it to meet the established criteria upon request.
- F. All bus drivers called in to work for the purpose of driving shall be paid a minimum of three (3) hours at their assigned rate within the collective bargaining agreement.
- G. All drivers called in for training or informational meetings shall be paid a minimum of two (2) hours' pay unless the training occurs immediately before or after their assigned work schedule.
- I. When off-duty, such as when a driver is required to be away overnight but is not driving, such time shall not be compensated except for expense of food and lodging in accordance with established Board policy. Drivers on an overnight trip will receive at least eight (8) hours of work for each day of the trip. Once a driver has been released from duty for the day, if that driver is recalled to duty and it has been less than an hour since his/her release from duty then that time (up to one hour) shall be paid.
- J. Drivers will be reimbursed at rates established by the District for their meal expenses incurred while providing transportation for field trips, in accordance with Board policy.
- K. Physical examinations required of drivers by the District shall be reimbursed at the rate established by the District.
- L. Drivers involuntarily transferred to a shorter route shall not suffer a loss of wages or fringe benefits for one year.

- M. Disruptive Students (in transit). Bus drivers shall promptly report to the Transportation Supervisor incidents of disruptive student behavior that occur during the transit of students. If in the judgment of the Driver, a student's conduct is so disruptive as to threaten the safety of other riders, the driver shall return the student to his/her appropriate school. Driver's attending to student management issues outside of the Driver's regular work hours will be compensated at the Driver's standard hourly rate of pay. Upon request, the driver shall be given a written report of the action taken.

ARTICLE 8 – PERSONAL AND ACADEMIC FREEDOM

- A. Academic Freedom. Freedom shall be guaranteed to members in the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility with due regard to the maturity level of the student, its relevancy to the curriculum or subject matter being taught in the course, its relevancy to the education and instruction of the child, District rules and policies, and the laws of the State of Oregon. The right to academic freedom herein established shall include the right to support or oppose political causes and issues within the confines of state law and School Board policy.
- B. Curriculum. Members shall have the responsibility of following the District adopted curriculum.
- C. Personal Life. The personal, religious or political activities of the member are not an appropriate concern of the District, shall not be grounds for any discipline or discrimination with respect to the professional employment of such member, providing said political activities do not violate any local, state, or federal law which would make the member subject to dismissal or as long as such activity does not result in the conviction of a felony or interfere with the member's contractual work responsibilities.

ARTICLE 9 – RESPONSIBILITIES AND DISCIPLINE

- A. **Disruptive Students (on school grounds).** When, in the judgment of a member and with consideration of a classroom management plan and the school-wide management plan, a student's behavior is seriously disrupting the instructional program to the detriment of other students and the removal is not inconsistent with the District's obligations under state or federal law, the member may temporarily exclude the student from the classroom, or activity, immediately notify the office of such exclusion, and the office representative will remove the student. The member shall immediately notify the office and state the reasons for such action. When a member has removed a student and referred him/her to the office, the administration will determine, within forty-eight (48) hours from time the referral was received unless the District needs additional time to make a determination and the District will report an anticipated timeline for its determination, any necessary outcome of any said referral. Students will receive an appropriate consequence as outlined in each building's student handbook. It shall be clear that any long form referral and the removal of the student from the learning environment implies that a serious offense has taken place and administrative intervention is necessary. Within twenty-four

(24) hours from the disciplinary action, the administration will notify the member and the homeroom teacher of the disciplinary action taken. During the period of exclusion, the student shall not be the responsibility of the member unless the member agrees otherwise in writing.

- B. All information provided to employees pursuant to this article will comply with all state and federal laws and/or regulations.

ARTICLE 10 – SITE COUNCIL

Individuals who are selected to serve on a site committee will be provided release time from their assigned duties, or compensated at the extended contract rate.

ARTICLE 11 – RIGHTS OF EMPLOYEES

- A. **Required Meetings and Hearings.** Whenever any member is required to appear before a quorum of the Board concerning any matter which could adversely affect the continuation of that employee in his/her position of employment, salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview provided the availability of the selected representative does not delay the date of the hearing and/or meeting. Such notice shall not be via email. Any suspension of a member pending charges shall be with pay.

If a member is required to meet with a District administrator, and the member reasonably believes that the purpose of the interview is to obtain information that could provide a basis for imposing discipline upon the member, the member may request the presence of a representative. The role of the representative in interviews conducted under this section is to clarify questions and answers and to provide relevant additional information.

- B. **Evaluation of Students.** The District retains the right to determine the system of grading to be used in the District. The teacher shall maintain exclusive right and responsibility to determine student grades. No grade shall be changed without first consulting the teacher(s) involved and having said teacher(s) agree with a proposed change, unless the teacher has left the employment of the District. A grade change requires the approval of both the respective building principal and the District Superintendent. Should any grade be changed, the person or persons making the change shall take full responsibility for such change and so indicate in writing. Upon request, written reasons for any change shall be provided. At the end of the year teaching staff shall make recommendations as to the placement of their current students for the upcoming school year.
- C. **Funding Proposals and Applications.** Members are encouraged to apply for federal, state, or private grant dollars in accordance with District Policy. All fund raising/grant applications submitted will be placed on the staff drive and updated as to where the fund raiser/grant is in process and whether or not the fund raiser/grant was approved or denied by the District. All equipment, consumable supplies, or other materials become property

of the District, if any remain, following the specific project completion or the termination of the employee's service to the District, whichever comes last.

- D. Nondiscrimination and Harassment. It is the policy of both the District and the Union to comply with all applicable Federal and State equal employment opportunity laws.
1. The provisions of this contract shall be applied equally to all members without discrimination as to age, marital status, race, color, gender, sex, sexual orientation, gender identity, religion, union affiliation, national origin, or handicap disability, unless based on a bona fide occupational qualification or other protected class or activity covered by law. The Association shall share equally with the District the responsibility for applying the provisions of this Agreement. Inasmuch as there are other means available to an individual to seek relief from a complaint based on any of these issues, the final appeal through the grievance procedure of this contract shall be with the School Board. It is understood that all reference to the male gender in this Agreement refer equally to both male and female employees.
 2. This contract contains a grievance procedure (Article 13) as one means of resolving disputes. When a grievance is advanced to Step V of the grievance procedure, the grievance procedure shall be the sole and exclusive remedy. Before a grievance is advanced to Step V of the grievance procedure, an employee may file claim, suit, or charge with any state or federal, agency, tribunal, or court, which becomes the exclusive remedy for the allegations and no Arbitrator shall have authority or jurisdiction to remedy any such grievance.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

- A. No classified member shall be dismissed, and no member shall be reprimanded, suspended, reduced in rank or compensation without just cause and without first being informed of the charges in writing, and given an opportunity to meet with the charging party and respond to those charges. If the member chooses to respond, the response shall be in writing. After a decision is finalized, the member shall be given a written summary of the decision.
- B. If the member disagrees with the final administrative decision in Section A, he/she may enter the grievance procedure and may process that grievance through final resolution if he/she so desires, unless the action involves an action which is appealable to the Fair Dismissal Appeals Board, in which case the Board shall be the final step in processing a grievance.
- C. A contract teacher who is dismissed or non-extended may challenge the District's action under ORS 342.805 to 342.930. However, if both the School Board and the teacher's representative agree, arbitration of the teacher's dismissal, non-extension, or non-renewal may be used as an alternative to action under ORS 342.805 to 342.930. In such case, the decision of the arbitrator shall be final and the parties expressly agree to waive their rights under ORS 342.805 to 342.930. If the teacher and the District agree to employ

arbitration, the arbitrator shall use the same reasons, rules and levels of evidence as are required for the Fair Dismissal Appeals Board under ORS 342.805 to 342.930.

- D. Professional conduct is a mutual responsibility of members and administrators. Discussions with individual employees regarding their professional performance shall be conducted in a professional manner. The District will not use email for the delivery of any confidential information, including that which relates to job performance.
- E. Sections A, B and C of this Article shall not apply to the non-renewal or dismissal of a probationary member, except that probationary employees retain the right to a school board hearing.

ARTICLE 13 – GRIEVANCE PROCEDURE

- A. Definitions.
 - 1. Grievance. A grievance is a claim by an aggrieved member based upon interpretation, application or violation of this Agreement or school district policy. Notwithstanding the procedure provided in this Article, the final appeal of any grievance alleging violation of a school district policy shall be to the School Board, whose decision shall be final and binding upon the parties.
 - 2. Grievant. An aggrieved person is the member(s), the Association, or the District making the claim.
 - 3. Days. Work days, except as qualified by “year-end grievance”, in which “days” shall mean calendar days.
 - 4. Party in Interest. The “party in interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.
 - 5. Representative. “Representative” is the one who may speak for and/or advise a party in interest.
 - 6. Consultant. “Consultant” is the one who advises either party in interest.
 - 7. Immediate Supervisor. “Immediate supervisor” is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in School Board policy.
- B. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.
- C. Procedure.

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. Efforts shall be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
2. All parties in interest have a right to consultants or representatives, and may be represented at all stages of the grievance procedures by a representative selected or approved by the Association.
3. There shall be no restraint, interference, discrimination or reprisal exerted on any member choosing to use these procedures for resolution of these contract grievances.
4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in the School District office separately from the personnel files unless final resolution of the grievance requires adjustment of documents in the personnel files.
6. In the course of investigating any grievance, representatives of either party in interest who need to contact a member in school shall contact the building supervisor of the building visited and shall state the purpose of the visit immediately upon arrival.
7. All parties in interest shall process grievances after the regular workday or at other times which do not interfere with assigned duties or school activities.
8. If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at that level.
9. Year-end Grievances. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced and agreed upon by the parties so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible under the agreed upon timelines.
10. Generally. All meetings and hearings under this provision shall be private, at the grievant's option, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

Meetings and/or hearings required at Level IV by this article will be in compliance with the Public Meetings Law.

Level I. Informal Step

The grievant shall, within fifteen (15) days of the occurrence of the alleged grievance or when the employee had knowledge of the violation discuss the grievance with his immediate supervisor with the objective of resolving the matter informally.

Level II. Formal Step

- a. In the event the problem cannot be resolved by informal means, the grievant shall present the grievance in writing to the immediate supervisor (who has administrative authority to act) within ten (10) days following the conference.
- b. The written statement of the grievance shall include the specific section of this Agreement alleged to have been violated, the circumstances and dates involved, and the remedy sought.
- c. The immediate supervisor shall make a decision in writing and then communicate the decision together with reasons to the grievant within five (5) days after receiving the grievance.

Level III.

- a. If the grievant is not satisfied with the decision at Level II or no decision is rendered within the required time periods, within ten (10) days from either receipt of the supervisor's decision or date when the decision was due, written appeal may be taken to the Superintendent.
- b. The Superintendent or designee shall conduct a hearing within ten (10) days of receipt of the appeal, giving the parties five (5) days' written notice of time and place. At the hearing, the Superintendent or his/her representative shall hear from the grievant and/or his representative, take testimony of witnesses and allow evidence to be submitted for the record.
- c. Within five (5) days of hearing, the Superintendent or his/her representative shall communicate to the grievant and to all other parties officially present at the hearing his written decision, which shall include supporting reasons therefore.
- d. If the grievant is not satisfied with the decision of the Superintendent, he/she may file a written appeal with the Superintendent within five (5) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the

Superintendent and request appeal to Level IV, School District Board of Directors.

Level IV.

Within five (5) days of the appeal, the School District Board of Directors shall notify all official parties of the hearing to be held within fifteen (15) days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and the grievant.

The Board retains the option of waiving the hearing at Level IV and the Association and may have proceed directly to Level V (arbitration).

Level V.

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within five (5) days after the grievance has been heard by the Superintendent, the grievant may within five (5) days of receipt of the Superintendent's decision or date when the decision was due request in writing that the Association submit his/her grievance to arbitration.

If the Association so determines, it may, by written notice to the Superintendent within ten (10) days after receipt of the request from the grievant, submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question shall first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided by the Agreement, the arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules").

- b. Within ten (10) days after such written notice of arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties shall alternately strike names to select an arbitrator. The parties shall flip a coin with the prevailing party striking second.

The arbitrator so selected shall confer with the representatives of the Superintendent and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing, and will set forth his/her findings of fact, reasoning, and

conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have the authority to consider only a claim based upon a specific provision of this contract and shall have no authority to add to, modify or detract from this contract. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room shall be borne equally by the District and the Association.

D. Financial Responsibility. Each party shall pay any and all costs incurred by said party.

E. The grievant or the Association shall first exhaust the grievance procedure, including arbitration if available before referring the issue to the courts or other agency having the appropriate jurisdiction, except as necessary to meet federal or state filing deadlines.

ARTICLE 14- COMPLAINT PROCEDURE

A. If a complaint is made against a teacher to the administration, such complaint shall be processed under the following circumstance.

1. If the principal intends to place a record of such complaint in the teacher's personnel file;
2. If, in the principal's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference.

B. Pursuant to Section A, above, a conference shall be held with the member within five (5) working days after a complaint is made to the administration by a parent, student, member or other individual. In the event either the member or supervisor is absent, this deadline shall be extended by the period of the absence.

C. The administration shall request a meeting of the complainant and the member to informally resolve the complaint or determine its validity. If the complainant refuses to meet with the member, the administration shall advise the member of the identity of the complainant and shall review the complaint with the member. Any such complaint which the administration chooses not to discuss with the member in which the complainant refuses to meet with the member, or which is not discussed within the required time shall not be considered in the member's evaluation and shall not be used against the member in any subsequent action taken by the District.

D. Only complaints that are in writing shall be placed in the member's personnel file. Written complaints in which a complainant refuses to meet with the member shall not be

placed in the member's personnel file. The member shall have the right to attach a written statement to any written material placed in the member's personnel file.

ARTICLE 15 –STAFF EVALUATION

- A. The purpose of evaluation is improving employee performance, encouraging professional growth, improving communication between employees and their immediate supervisor and, when necessary, identifying and assisting employees in improving/correcting areas of unsatisfactory performance. All employees being evaluated in any year must also be observed by the evaluator prior to the evaluation being written. The Board approved staff evaluation manual will be followed.

- B. This provision shall apply to licensed staff only. Evaluation of licensed staff shall be in accordance with ORS 342.850 and adopted Board policy. Licensed staff will be formally observed twice each year during their probationary period. Before removal of any probationary licensed staff member, the administration will provide written notice of any deficiencies along with strategies, tools, and interventions to address those deficiencies. Improvement will be measured through observations and feedback. Such notice shall be provided at least sixty (60) days in advance of March 1st. However, there is no requirement for the District to put probationary licensed staff on a Plan of Assistance for Improvement (PAI) before removal. Evaluation of all other unit member staff shall be in accordance with adopted Board policy.
 - 1. The evaluator will notify the employee of a performance deficiency (ies) when the evaluator determines that the deficiency (ies) has become serious. The evaluator will provide the employee with specific suggestions for improvement. An employee shall be given sufficient time to correct the deficiencies following the notification prior to being placed on a Plan of Assistance for Improvement (PAI).
 - 2. If the District determines that a written PAI is needed the employee shall be notified in writing and a copy will be sent to the Association upon the teacher's request. The employee has the right to Association representation from the point of notification prior to being placed on a PAI.
 - 3. PAI's are to assist teachers to improve in their skills and document the District's assistance. PAI's will be written with a minimum duration of ninety (90) days and may extend for longer periods.. The plan will be written by the employee's supervisor with input from the employee.
 - 4. When possible follow up meetings with employees on PAI's will be conducted after the student contact day, or during an end of the day preparation period.
 - 5. No licensed employee will be placed on a PAI for deficiencies identified in subject area content for which an employee is not certified.
 - 6. Following this continued satisfactory performance the plan will be removed. The PAI of any employee failing to satisfactorily complete a plan will remain in the employee's file as evidence for termination.

- C. Any proposed changes in the licensed employee professional growth handbook shall first be presented to the appropriate Joint Evaluation Consultation Committee. In the case of TSPC licensed staff evaluations, this committee shall not have more administrators than licensed staff. . The Committee shall review all proposals and shall make recommendations to the District for its consideration.

ARTICLE 16 – PERSONNEL FILES

- A. Members or their designees shall have the right, upon request, to review the contents of their personnel file, excluding pre-employment information of confidential nature, through prior arrangements with the Superintendent or his/her authorized representative. This file shall contain all materials relevant to the member’s employment, except for working notes of the supervisor or principal, and shall be the sole repository of such materials, unless otherwise specified in this Agreement. A member shall be entitled to have the file shown to anyone of his/her choice in his presence. Upon request, a member shall receive a copy of any non-confidential material in the personnel file. Should the District move to electronic files, it shall provide the same level of confidentiality as with hard copy files.
- B. No materials, except those of a clerical nature or submitted by the member himself, shall be placed in his/her personnel file unless the member has had an opportunity to review the material and receive a printed copy. The member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Evidence leading to demotion, discipline or other involuntary change in the employment status shall be recorded or otherwise referenced in the employee’s personnel file at or prior to the action taking place. When a program of assistance has been successfully completed, a page will be placed on the plan in the personnel file indicating that the plan was successfully completed.
- D. No such documents or other material shall be placed in the personnel file of such members after severance without the member’s knowledge and receipt of a printed hard copy.

ARTICLE 17 – VACANCIES, PROMOTIONS AND TRANSFERS

The District recognizes that it is important, in making assignments, to consider the interests and aspirations of its staff members.

The language in this section applies to assignments within the bargaining unit. Assignments are considered the area of work assigned (e.g. grade level, subject area, or classification) and/or the location/building assigned (e.g. cafeteria, bus garage, high school, etc.)

Transfers are considered changes in an employee’s current assignment to a different assignment.

I. Vacancies and Postings

- A. All vacancy postings shall be sent to all employees via District Email. Employees shall have five (5) working days to submit and complete the abbreviated internal application.

The District declares its support of a policy of filling vacancies from within its own staff, all other factors being equal.

- B. Upon request, the member who is not assigned the position shall be given a written explanation of the reasons for not being selected.
- C. In acting on requests for voluntary transfer and in filling a vacancy, the District will apply the following criteria to select the best candidate:
 - 1. Approval of the Superintendent or designee;
 - 2. Individual qualifications, including highly qualified status, for Title I aides;
 - 3. Staffing level needs;
 - 4. Seniority; and
 - 5. For TSPC licensed staff, licensure.
- D. Upon timely application, qualified employees shall be guaranteed an interview along with external candidates.
- E. Where the foregoing factors are substantially equal in the District's judgment, the preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of service in the District 17C school system.

II. Voluntary Transfers.

- A. Members who desire a change in assignment, or who desire to transfer to another building, for the next school year, may file a written statement of such desire with the Superintendent. Such statement will include the assignment to which a member desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
- B. Upon request, the member who is not assigned the position shall be given a written explanation for not being selected.

III. Involuntary Transfers.

- A. Involuntary transfers shall mean a change in an employee's current assignment to a different assignment at the direction of the District.

- B. If and when an involuntary transfer is made, the Superintendent shall notify the affected member and the Association in writing as soon as possible of the pending transfer and of the reasons for such a transfer. That member may request a meeting with the Superintendent at which time the member will be given the opportunity to suggest alternatives.
- C. For a period of three (3) contract years following an involuntary transfer, employees may submit an annual request (no later than February 1st) to the District office to be notified of specific job openings. Employees who have been involuntarily transferred shall be entitled to an interview for open positions for which he/she is qualified. If an employee is not selected for the position, he/she has the right to request the reason(s) for the non-selection.
- D. No employee shall be involuntarily transferred into a Title I aide position for which he/she is not “highly qualified” under the ESEA if another individual would meet “highly qualified” for the position and the person to be transferred is “highly qualified” in his/her current position.
- E. An employee who is involuntarily transferred shall not suffer a loss of wages, fringe benefits, or other rights guaranteed by this Agreement for the remainder of the school year and the next school year; however, such terms will be reset to the rates provided by the Agreement for the assignment the following school year.
- F. Provisions for Charter School: No Brookings-Harbor employee shall be involuntarily transferred to any charter school; employees assigned off site work providing teaching or teacher aide services (Special Education services) to children attending a charter school shall remain employees of the District, employed under this agreement, and shall be supervised and evaluated by District staff. Prior to making an off-site assignment, the District shall post positions internally (5 days) and then shall externally post (10 days).

ARTICLE 18 – LEAVES

- A. Sick Leave.
 - 1. a. Each member shall be granted one (1) sick leave day per month or, twelve (12) days’ sick leave for the school year at full pay for personal illness or injury. Such leave shall be credited on the first day of the fall semester, but earned at the rate of one (1) day per month. Should an employee leave the District during the school year having used more sick leave days than earned, an adjustment equal to the unearned days used shall be made in the final paycheck. Employees who work for twelve (12) months will receive fourteen (14) sick leave days per year. Partial months shall not be considered.
 - b. For members starting employment after the beginning of the school year, sick leave shall consist of one (1) day for each payroll month remaining in the school year.

- c. If sick leave in excess of five (5) consecutive workdays is requested, the District may require a certificate of the member's attending physician or practitioner that the illness or injury prevents the member from working.
 - d. Sick leave may be used in emergency situations with prior approval from the Superintendent or designee.
2. Sick leave not taken shall accumulate without limit. Employees leaving the District shall be able to transfer accumulated sick leave up to the amount the new employer will allow. Upon retirement of any bargaining unit member, the District shall report to PERS the amount of their unused accumulated sick leave of the employee to be used by PERS in computing retirement pay in accordance with the current laws, rules, or regulations.
 3. Family Leave. The District will comply with applicable state and federal laws and regulations. (See staff handbook and/or Board policy).
- B. Sick Leave Bank.
1. Purpose: The purpose of a sick leave bank is to provide a safety net for employees who face illnesses over 10 consecutive work days, have exhausted sick leave and do not qualify for long-term disability or workers' compensation benefits. Such leave shall be verified with a doctor's statement certifying a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of his/her job for more than ten (10) days.
 2. All bargaining unit employees who wish to participate in the bank must donate one sick leave day to the bank by September 30 of each school year by completing the appropriate form (See Sick Bank Participation Form) and forwarding it to central office. Only those employees who donate one sick leave day are eligible to access days in the bank.
 3. When a participant faces an illness (over ten [10] work days) which a doctor has verified is a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of his/her job, has exhausted his/her sick leave and is not collecting workers' compensation, he/she can request days from the bank. The leave should be for the period of treatment for the illness whether that time is consecutive or intermittent. No one shall be granted more than thirty (30) days in one year or receive double compensation for days on leave. The first twenty (20) days shall be compensated at full pay and the next ten (10) days shall be compensated at half the employee's daily rate, subject to the total hours in the bank.
 4. Prior to requesting leave from the bank the employee must have exhausted all accumulated paid leave.
 5. The District shall require a physician's statement prior to the granting of bank days. Only the lack of medical verification, or failure to exhaust appropriate

accumulated leave shall be used to deny a request for sick leave bank days, subject to the total hours in the bank.

6. By October 15 of each year, the District shall notify the Association in writing of the number of days donated to the bank. By June 30 of each year, the District shall notify the Association in writing as to the number of the unused days in the bank. These days will accumulate and be available in the bank the following year. The Association may request records regarding the status of the bank at any time during the year within a reasonable amount of time.

C. Leave Involving Legal Matters.

1. Jury Duty. A member who is called for jury duty shall be granted paid leave.
2. Where a member is required by law to make any appearance in legal proceedings connected with the member's employment by the District, that member shall be granted the necessary leave with pay. When a member is appearing as a party or witness in litigation brought by the employee or the Association against the District, such leave will be without pay.

D. Professional Leave. Members may request professional leave to attend conferences, professional observations, workshops, conventions, and visitations to other systems or schools. Professional observations will require a prior approval. Such professional leave is to maintain and improve professional competence and proficiency. Recommendation for each grant of leave shall be made to the Superintendent by the building principal. The decision of the Superintendent is final and binding on the parties, and is not subject to the grievance procedure.

E. Association Leave. The Association may allocate up to a maximum of one hundred (100) hours per year of professional leave time for the entire Association may be taken for Association business with the cost of the substitute paid by the Association. The Association president must notify the employee's first-level supervisor for approval prior to the use of Association leave.

F. Personal Leave. A paid leave from assigned duties to attend to personal leave which occurs during working hours, separate from and in addition to sick leave benefits, shall be granted by the District under the following conditions:

1. The absence may be in half-day or full day units, not to exceed a total of three (3) days in any one (1) contract year.
2. Such leave shall not accumulate from year to year, but unused personal leave shall roll over into the employee's sick leave.
3. The request for the personal leave shall be submitted through the electronic leave system at least twenty-four (24) hours in advance.

4. Each year of the contract, an employee who does not use any personal leave in a year shall receive a stipend at the end of the year of \$200 for employees regularly scheduled to work seven (7) or more hours per day and pro-rated for employees working less than then seven (7) hours.
- G. Short-Term Unpaid Leaves of Absence. Members may request unpaid leaves of absences other than those above, which may be approved by the Superintendent. Employees who take unpaid leave without approval may be subject to actions pursuant to Article 12 of this Agreement.
- H. Long-Term Unpaid Leaves of Absence (a grading quarter or longer). A leave of absence without pay may be granted for up to one (1) year provided that:
1. The member has at least three (3) years of service in the District.
 2. The request for leave is submitted in writing to the Superintendent by April 1 of the year prior to the year for which the leave is requested. The Board has final approval.
 3. The reasons for the leave are stated.

Such leaves shall guarantee the return to a similar position except in emergency situations which require a reduction in staff. The employee must notify the District no later than April 15th of his/her intent to return to work the next school year. Failure to notify the District of the intent to return at the end of the leave will be considered a resignation by the employee.

ARTICLE 19- COMPENSATION

I. Licensed and Classified Benefits

A. Insurance.

1. The District shall make available the following insurance coverage for each employee who works more than twenty and one-half (20.5) scheduled hours per week, provided that employees who are regularly scheduled to work more twenty and one-half (20.5) hours per week, but less than thirty (30) hours per week, shall have their benefits prorated.

The Association bargaining unit members shall select health, dental, and vision plans from the OEBB available plans each year, however, one of those plans will be the health savings account (HSA) plan but the District obligation for the cost of insurance is limited to the maximum amounts for the insurance. The District shall contribute \$1,250 per month effective October 1, 2021 and \$1,250 per month effective October 1, 2022, toward the purchase of the selected plans.

For employees who enroll in the HSA plan that are under the District maximum contribution, the difference between the cost of the premium and the cap, not to exceed \$300 per month, will be deposited into the HSA.

Beginning October 1, 2014 the District will contribute an additional sixty dollars (\$60) per month into an HSA for any employee selecting a HSA compatible plan who has not already met the \$300 contractual cap. For those who select insurance under the District monthly cap, but who have already met the \$300 per month cap, the \$60 shall be added to the insurance pool to reduce out-of-pocket premiums for other unit members participating in the insurance program. Should any employee select a HSA compatible plan and be under the District monthly cap but be unable to have the \$60 added to his/her account each month due to federal HAS restrictions, the \$60 will be placed into the insurance pool outlined in Section 2 below. Under no circumstances will the District be expected to contribute or pay above the federal IRS maximums.

The District shall make the insurance benefit described in this section available to District bus drivers who are paid for fifteen (15) or more hours per week. The District shall contribute 70% of the District cap for such coverage. This group will be included in the District pool.

2. Should the selected insurance coverage(s) be available and priced on a tiered basis and should any plan's premium cost be less than the negotiated monthly contribution, the difference between the premium costs which fall below the District's monthly contribution cap will be equitably applied to members electing coverage exceeding the District's monthly contribution.

If the total cost of the plans and coverage(s) selected is less than the total monthly maximum cap times the actual number of participating eligible bargaining unit members, the excess dollars shall be maintained in a Special Insurance Pool Fund to be set aside for future insurance costs. If the total cost of the plans and coverage is more than the total District's maximum contribution, then the level and amount of out-of-pocket expenses for each level of participating member, if any, will be determined by the Association.

The specific monthly contribution for single, employee plus spouse, employee plus children, or family coverage(s) must be selected no later than September 15 of each year.

3. On or about September 15 of each year, when dollars are available for pooling, the Association and the District will compute the total pool available based upon the number of employees and the plans selected by the employees. Employees who become eligible for health insurance after

the annual open enrollment and current members who experience life changes, shall receive up to the pooled amount at the District's expense for the remainder of that program year.

4. Any member who elects not to enroll in some or all of the benefit plans available under the OEGBB-sponsored benefits program, and thus waives benefits, is not eligible to receive any portion of a cash contribution or other type of remuneration. In the event of such a waiver, the District's contribution will be added to the Association's pool.
5. Individuals on unpaid leave and retired District employees shall be allowed to continue any or all of the above insurance programs by paying the premiums themselves, subject to approval by the insurance carrier.
6. Employees that are covered by other health insurance may waive the health insurance coverage provided under this Article upon notice to the District during the open enrollment period, within the terms, restrictions, and conditions established by the insurance carrier.

Employees covered by health insurance other than that provided by the District may waive medical insurance only and continue to receive dental and vision insurance under the District health insurance plan. Employees double covered by the District health insurance may waive the entire health insurance package.

In the event the number of employees requesting to waive benefits exceeds the number allowed by the carrier, selection of employees allowed to waive will be made on a lottery basis.

B. Salary Payments and Deductions.

1. Upon written request, the member may have deducted an appropriate remittance for any of the following: Section 125, 403(B), savings bonds, credit union, insurance, Oregon Education Association Foundation and/or annuity plans. If the financial institution and the accounting software that the District uses is compatible with and allows for a direct deposit, then the District will provide that as an option for the employee.
2. Upon written request prior to September 10 and/or December 10 of any school year, a member may elect to receive a draw on September 15 or December 15 or a regular mid-month draw option (on the 15th of each month) which will provide payment of \$500 for licensed employees and \$250 for classified employees or no draw. Employees hired after the start of the year may elect the above options at the time of hire.
3. Pay days shall be the last business day of the month. Less than 12 month employees who have elected twelve (12) checks, will receive three (3) checks in June; two (2) paid on their last contract day, one (1) on the last

business day of the month. Employees who elect ten (10) checks will receive the balance of contract on the last business day of June.

C. Salary Schedule Maintenance and Advancement.

1. The 2021-2022 salary schedule shall be increased by 4% COLA, which will be reflected in the salary schedule set forth in Appendix A, Appendix B, and Appendix C.

The 2022-2023 salary schedules shall be increased by 3% COLA, which will be reflected in the salary schedule set forth in Appendix A, Appendix B, and Appendix C.

Starting in the 2022-2023 year, additional column will be added to the Licensed Salary Schedule to be titled “BA + 80 or MA +20,” and add a thirteenth row to the “MA/BA + 60, BA+80 or MA+20.”

Starting in the 2022-2023, a ninth (9th) step shall be added to the Classified Salary Schedule. This ninth (9th) increment between this new step shall be consistent with the existing schedule.

2. The Board reserves the right to adjust salary placements in special cases where it is in the best interest of the District, but in no instance will the placement be at a level lower than the member is qualified for.
3. Specialist Factor. Licensed Employees working in the classifications of counselors, Autism Specialist, Special Education Behavior Specialist, Occupational Therapist, Physical Therapist, and Special Education shall receive an additional 3% on their annual salary. Employees working in the classifications of Speech Pathologists and School Psychologist, shall receive an additional 6% on their annual salary. Employees eligible for these factors must have completed all course work for the degree and licensure and not be operating on a license of conditional assignment. These factors do not stack on top of the other.
4. National Board Certification: Each teacher who achieves National Board Certification shall receive an additional \$2,800 stipend per year beginning with the first full contract year following certification and each year during the active status of that certification.

D. PERS

Effective July 1, 2014 the District shall “pick-up”, assume and pay up to the current six percent (6%) required employee contribution to the Public Employees Retirement System (PERS) for the members eligible to participate in the Public Employees Retirement System(PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) fund. The amount of required employee contribution “picked-up” or paid by the District on behalf of employees shall be considered as

“salary” within the meaning of the law for purposes of determining an employee member’s “final average salary” within the meaning of the law, but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to the law. Such “picked-up” or paid employee contributions shall be credited to employee accounts pursuant to the law and shall be considered employee contributions under the law. Pursuant to ORS 238A.335(2)(1), the parties agree the employee compensation has been reduced in order to generate the funds needed to make these employees contributions; the employer will file required notices with the Public Employee Retirement Board.

E. **District Employee Extracurricular Events:** All District employees will receive free admission with current District-issued identification for any home regular season events exclusive of OSAA playoff competitions.

F. **After-hours Assignments.**

1. Members who supervise students or work at the District’s request for school dances, bus trips, or athletic contests shall be paid \$15.00 per hour with a minimum of 2 hours pay guaranteed per assignment, for the term of this Agreement. The opportunity to perform these duties shall be open to all employees. and members will have the opportunity to request such positions prior to anyone being assigned.
2. Licensed staff will be given the opportunity to volunteer, without compensation, for such assignments. If no volunteers are forthcoming, the building principal may than assign staff to such duties. If assigned, a member may trade assignments with another member to find a replacement. It is, however, the responsibility of the assigned person to see that the assignment is fulfilled, and to inform the building principal of the change before the event. Failure to volunteer for such duties shall not be considered a factor in the member’s evaluation.

II. **Licensed Employee Benefits**

- A. Less than twelve (12) month employees may choose whether to receive his/her salary in ten (10) equal amounts during the school year, or in twelve (12) equal amounts. The member’s decision must be given to the District Superintendent during the pre-school in-service period. Once the plan is submitted, it shall stay in effect for the contract year.
- B. Educational Requirements. The District shall not require any uniform program of additional course work for members. However, the District does retain the right to require specific course work of individual members.
- C. Educational Benefits. The District shall reimburse for tuition only for licensed members under the following provisions:

1. The total fund expendable shall be \$26,000 each year.
2. Reimbursement for part- and full-time students shall not be more than the rate established by the Oregon System of Higher Education. Course work claimed for reimbursement shall be in the curriculum area of the member, in education oriented curriculum, or have prior approval of the Superintendent. No employee will be reimbursed for more than two (2) administrative classes per year.
3. Tuition Reimbursement - application for reimbursement for courses taken during the fall, winter, spring, or summer terms of a school year (from September 1 through August 31) must be submitted to the District office by October 1. Application must be accompanied by proper verification of completion of the course work and receipts. Tuition reimbursement is to be distributed no later than October 31. Where the total dollar amount of requested reimbursement exceeds the fund available, reimbursement shall be prorated by the total dollar amount expended.
4. In accordance with III, B, 2, a. below unused classified funds will be applied to any unpaid certified tuition reimbursement until the funds are depleted or all staff have been fully reimbursed, whichever comes first. Funds remaining, if any, shall roll over into the next year. Any classified funds remaining shall be credited back to their account for the following year.

D. Reimbursement for Business Expenses.

The District will reimburse employees for all meals while out of town on District business. Payment shall be the current District rate of reimbursement.

E. Additional Days.

1. When additional days are deemed desirable by the District for District-aligned work, including curriculum, under an employee's defined job description, the immediate supervisor will make the request to the Superintendent for approval at the individual's contracted rate of pay.
2. Counselors shall have ten (10) extra days for preparation. They shall each receive an extended contract with ten (10) extra days' pay at their regular daily rate of pay for days actually worked. Media specialists shall have five (5) days extended contract at their regular daily rate of pay for days actually worked.

F. Curriculum Support:

When teachers are asked to take on the duties of any of the positions listed below, recognizing the significant work outside the work day, they will receive a \$500.00

stipend each year (when not provided release-time), said stipend will be paid in a separate check at the end of the school year.

PLC Team Leader

Data Team

ELD Coordinator

- G. Summer School, Saturday School, Night School, Extended School Year, Driver Education.
1. All Summer School, Saturday School, Night School, Extended School Year (ESY), and Driver Education work shall be offered first to the licensed members in the bargaining unit.
 2. The compensation for the Driver's Education Instruction is as follows:
 - a. The employee will be compensated at the rate of the base step on the certified salary schedule per hour rate for the time spent on in-classroom instruction.
 - b. The employee will be compensated at the rate of the base step on the certified salary schedule per hour for time spent in the vehicle providing instruction.
 3. The certified employee shall be paid half of their daily wage for each day worked in the Summer School, Saturday School and Extended School Year (ESY), and Night School programs. If Summer School Saturday School, or ESY is a full day, then the pay will be a full day's pay. Specialists required to provide service will be paid for hours worked at their hourly rate, with a minimum of two (2) hours for any day services are provided by the specialist.
- H. Transition to Block Schedule: Certified staff in a building moving to a block schedule shall be paid for an additional five (5) hours at their daily rate (pro-rated less than full-time employees) for the additional lesson planning and curriculum revision necessary for preparing for teaching a block schedule in the year the change to block scheduling is made.
- I. Placement of Licensed Employees on the Salary Schedule.
1. For licensed credit hours to apply toward a column change, one of the following must be met: (a) be part of an approved Masters' Degree Program; (b) be in the teacher's present teaching assignment; (c) be in a required course for licensure or additional endorsements; or (d) have the approval of the Superintendent.
 2. When the employee knows that the hours he/she earned will result in a column change on the salary schedule for the next school year, the

employee will notify the District in writing of his/her intent to submit the necessary hours no later than April 15. A licensed member who becomes eligible to move horizontally (a column change) on the salary schedule must present official transcripts to the Superintendent on or before October 1. When the employee knows that the hours he/she earned will result in a column change on the salary schedule, the employee will notify the District of his/her intent to submit the necessary hours no later than September 1 or the first day of school whichever is later. Licensed staff members moving from one column to another and who have been at the last step on the preceding column will move down one step on the new column.

3. Credit beyond the BA shall be for those hours earned subsequent to the earning of a BA which qualifies the applicant for certification.
4. Licensed members shall be granted a minimum of one (1) year of credit on the salary schedule for each year of related experience outside the District, up to a maximum of ten (10) years. Credit for more years may be granted by the Board. However, under no circumstances shall an employee be granted more years of service than actually attained. All alternatively licensed staff without a Bachelor's degree (i.e. CTE endorsed) will be placed in the BA column.

J. Resignation Requirements.

Because of the difficulties associated with last minute changes in assignments when a licensed employee resigns during the summer after indicating an intent to return, the District requires a minimum of sixty (60) days' notice before a teacher resigns his/her employment with the District. Additionally, notice may be given to TSPC.

III. **Classified Employee Benefits**

A. Placement of Classified Employees on the Salary Schedule.

1. The wages for employees covered by this Agreement are set forth in the Appendices.
2. Employees who accept a job in a higher paying classification shall be placed on the same step on the higher schedule. Employees who are involuntarily transferred to a lower paying job shall be placed on the step that reflects their seniority in the District. Employees voluntarily placed in a lower paying job shall remain on the same step on the lower salary schedule.
3. Classified members shall be granted a minimum of one (1) year of credit on the salary schedule for each year of related experience outside the District, up to a maximum of four (4) years. Credit for more years may be

granted by the Superintendent. However, under no circumstances shall an employee be granted more years of service than actually attained.

B. Educational Benefits.

1. The District shall pay for the training required for any classified employee to maintain a needed license or certificate as required by the District.
2. Tuition Reimbursement
 - a. Each year of this agreement, the District will provide a pool of funds for the professional growth of classified employees in the amount of \$5,000 for each year. Should any funds remain unused, they shall be added to the certified tuition reimbursement funds. Should all certified applicants be fully paid in accordance with II., C. above and classified funds remain, they shall be returned to the classified account for use in the following year.
 - b. Tuition shall only be reimbursed for pre-approved job-related coursework; written application for preapproval must be submitted to the employee's immediate supervisor and approved by the Superintendent prior to enrollment in the workshop or course. Determination of whether the workshop or course is "job-related" shall be in the sole discretion of the Superintendent.
 - c. Tuition Reimbursement – application for reimbursement for courses taken during the fall, winter, spring, or summer terms of school year (from September 1 through August 31) must be submitted to the District Office by October 1.

Applications must be accompanied by proper verification of completion of the course work and receipts. Tuition reimbursement is to be distributed no later than October 31. Where the total dollar amount of requested reimbursement exceeds the funds available, reimbursement shall be prorated by the total dollar amount expended.

C. Overtime.

1. Classified employees shall be paid time and one-half for all hours over forty (40) per week. The District shall have the option of allowing an employee to take compensatory time at time and a half.

D. Reimbursement for Business Expenses.

1. The District will employees for all meals while out of town on District business. Payment shall be the current District rate of reimbursement.

D. Vacation Pay for Full Year Classified Employees.

1. Vacation time earned by full year employees who work full time shall be granted as follows:

Continuous years of service	Vacation Days
1	5
2	7
3-4	10
5-6	12
7	13
8	14
9	15
10	17

Above ten (10) years of continuous employment the employee will receive seventeen (17) days each year. A partial year of service are pro-rated for employees leaving in the middle of his/her service year.

2. Employees will have a vacation accrual date of July 1st.
3. Full-year employees may be allowed to schedule their paid vacation days during a period of time when school is not in session for student instructional purposes, provided, however, that it does not adversely affect the District as determined by the employee's supervisor and the Superintendent. Exceptions may be made with the approval of the Superintendent.
4. Employees may be allowed to accumulate up to twenty (20) vacation days. Employees who, prior to May, 1994, have more than twenty (20) days of vacation leave accumulated shall not lose any of the accumulated days. Once those employees' accumulated vacation days fall below twenty (20) days they may no longer accumulate more than twenty (20) days of vacation.
5. Classified employees who work more than one (1) year, who are terminated, shall be paid for accumulated vacation days not to exceed twenty (20) days.

If an employee has earned and was allowed to accumulate vacation leave in excess of twenty (20) days as per Section E. 4. of this Article and that employee is terminated he/she will be paid for the actual number of vacation days accumulated.

E. Additional Days for School Secretary.

When the school calendar includes 180 instructional days, School Secretaries shall have three (3) extra days, at their regular daily rate of pay for hours actually worked, which may be used at their discretion.

ARTICLE 20 - LAYOFF AND RECALL

I. Certified

- A. If the Board determines a layoff is necessary, the District will comply with the state law regarding lay off and recall except as amended below. In the event two or more certified employees begin paid employment on the same day, seniority will be assigned by the birthday of the employee. Those employees whose birthdays fall earlier in the calendar year shall be granted higher seniority rights.
- B. Members who are laid off shall be eligible for recall to positions for which they are licensed for up to twenty-seven (27) months, under the following conditions:
 - 1. Failure to respond within fourteen (14) days of receipt or return of undeliverable notice to the District of a registered mail notification of recall shall terminate the member's right to recall.
 - 2. Recall shall be based upon seniority and licensure, and may also include considerations of competence or merit. Merit shall be defined as material contained in the personnel file within the past five years.
 - 3. No vacancy in a bargaining unit position shall be filled by hiring a new member until all laid-off members who are licensed for the position have been offered recall to that position.
 - 4. All rights and benefits, including seniority, to which a member was entitled at the time of layoff shall be restored upon recall to employment.
- C. The employment relations between the bargaining unit members and the District shall continue during the period of school closure to the extent described in this paragraph. In the event of a partial or complete school closure due to lack of funds or for other reasons not covered by the provisions of this Article, there shall be no requirement to pay for time not worked or to make up the lost days. During such a closure, the District acknowledges that the bargaining unit members are temporarily laid off rather than dismissed or non-renewed because of a budget failure during the period of any school closure, and agrees to recall, pursuant to the layoff and recall paragraph, members to duty upon obtaining funds sufficient to continue operations, except for programs and personnel terminated by the Board during closure. For programs and personnel terminated during the above closure, the District shall conduct layoffs in accord with paragraph A above.
- D. For the purpose of this Article, the term "competence" shall mean the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five years or educational attainments, or

both, but not based solely upon being licensed to teach. The District may consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.

- E. The authority of the arbitrator to hear grievances pursuant to this Article and to render a final and binding decision shall be limited to questions of procedure as provided in Article 13, Grievance Procedure, and Sections A, B, C, D and E of this Article. The arbitrator shall be barred from making decision on the authority of the Board to order a layoff.

II. **Classified**

- A. Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized, unpaid leaves of absence of thirty (30) days or more will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff. In the event two or more employees begin paid employment on the same day, seniority will be assigned by the birthday of the employee. Those employees whose birthdays fall earlier in the calendar year shall be granted higher seniority rights.
- B. When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified a minimum of fifteen (15) District workdays before the effective date of the layoff.
- C. Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by classification. Laid-off employees will not be paid any salary or benefits during the period of layoff.
- D. A laid-off employee who is qualified for a different classification (within the definition of seniority in Paragraph A), may "bump" an employee in the other classification as long as the following conditions are met:
 - 1. The laid-off employee has greater seniority than the person to be "bumped";
 - 2. The laid-off employee meets all requirements of the job description; and
 - 3. Has had previous experience in the classification he/she is bumping into (i.e. has held the position or substituted in the position for an aggregate of 84 days or held a similar position before in a School District) and has not voluntarily transferred out of the position for disciplinary or performance deficiency purposes.
- E. Recall. Recall rights shall exist for eighteen (18) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the

eighteen (18) months will be deemed to have resigned in good standing. During the recall period, an employee will no longer be eligible for recall if any of the following occur:

1. Waiver of recall rights in writing;
2. Resigns;
3. Fails to accept recall to the position that he held immediately prior to his layoff or to a substitute equivalent position.

- F. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last eighteen (18) months), laid-off employees from that classification or employees who have previously worked in that classification will be recalled in the reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee.

The laid-off employee will have ten (10) workdays to respond to the recall notice. Failure to respond within the ten (10) days of receipt or return of an undeliverable notice to the District or rejection of any recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.

- G. If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

For the purpose of administering this Article, and solely for this purpose, "classifications" for layoff shall be the following:

1. Grounds, Custodians 1, 2;
2. Food service 1, 2;
3. Life Skills Aide;
4. Computer specialist;
5. Teacher Assistants 1, 2;
6. Secretaries 1, 2;
7. Maintenance;
8. Maintenance Helper
9. Bus Driver;
10. Library Technician 1 (Elementary), 2 (Middle School and High School).
11. Play Ground Aide;
12. PlayWorks Coach;
13. SLPA's
14. Accompanists

A recalled employee shall have seniority and other benefits that were at the time of layoff returned to him/her, but seniority and benefits do not accrue during a period of layoff.

ARTICLE 21 – DUES DEDUCTION

- A. Any member who so desires may sign a form authorizing the District Clerk to deduct the membership fees for the Association. Such authorization shall continue from year to year unless a notice of revocation is submitted to the District Clerk. The District shall process revocations consistent with OEA’s open-drop window policy.
- B. The District shall deduct an amount equal to the dues of the Association, including the OEA and NEA dues, each month from the pay of each Association member with a current written authorization on file with the Association, beginning with the paycheck for the month of October.
- C. The Association agrees to indemnify, defend, and hold the District harmless from claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement, excluding the costs of the District’s cost of defense to enforce this indemnification provision. The Association’s obligations are contingent upon the District: 1) giving the Association at least two-week’s notice, from the date the claim was received by the District, in writing of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association’s obligation does not extend to criminal allegations. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney. In the event the monthly dues collected by the District are ordered to be reimbursed to any employee, the Association shall be solely responsible for such reimbursement.

ARTICLE 22 – ADDITIONAL PROVISIONS

- A. Association Rights.
 - 1. Upon request, the District agrees to furnish to the Association public information necessary for its functioning as exclusive bargaining representative. The Association agrees to pay for duplication costs associated with such requests. The District shall provide information as required by ORS 243.804(4)(a).
 - 2. The Association shall have the right to use school facilities when such facilities are not otherwise in use. The Association will pay for whatever materials it uses. The Association may hold meetings with employees in the bargaining unit at employee work locations during non-working times, including before or after regular work hours, during meal periods, and during any other break periods. The Association may select the time and place of such meetings; however, such meetings shall not interfere with the operations of the District.

3. The District agrees to allow the Association the right to use interschool mail facilities, school mail boxes, (subject to Federal Postal Service regulations and orders), and the e-mail system, as long as: (1) the message is clearly identified as from the Association and (2) the use does not violate federal or state statutes and regulations or the District's acceptable use policy.
4. The District shall provide the Association with one half (1/2) hour access to newly hired employees on their additional opening day in-service time and one half (1/2) hour for all bargaining unit staff during back to school in-service time. The District will allow the Association the use of facilities for these meetings.

For classified employees hired after the start of the academic year, the District shall allow an Association representative one half (1/2) hour access on a mutual agreed upon schedule to meet with new employees.

No employee shall suffer a loss of pay or leave benefits from participating in meetings under this section.

5. Association Identification: No member shall be prevented from wearing pins or other identification in the Association or its affiliates.
6. The District shall grant up to twelve (12) Designated Representatives reasonable time, without loss of compensation, to perform activities as provided in ORS 243.798; however, such time shall not result in overtime for any employee.

A Designated Representative may meet with current employees during regular work hours at the employees' worksite to address grievances, workplace-related complaints, and other matters related to employment relations; however, such meetings shall not interfere with the operations of the District and shall not result in overtime for any employee.

The Association shall provide a list of the Designated Representatives to the District.

- B. **Strike/Work Action.** The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work during the term of this Agreement as a result of any dispute.

Members of the bargaining unit agree that they will not honor any picket line established by the Association or by another labor organization during the life of this contract.

- C. **No Lockout.** The District shall not permit or authorize any lockout of members of the bargaining unit during the term of this Agreement as a result of any dispute between the District and the Association.
- D. **Funding.** The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. All such

compensation is therefore contingent upon sources of revenue. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The District agrees to include in its budget requests amounts sufficient to fund the compensation provided by this Agreement but makes no guarantee as to passage of such budget requests.

- E. Savings Clause. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and, upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions.
- F. Compliance Between Individual Contract and Agreement. Any individual contract between the District and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 23 – JOB SITE STUDENT MENTORING PROGRAM

The purpose of this Article is to allow the District to implement a program for students in conjunction with the Association and selected classified employees for the purpose of on the job training.

The following stipulations shall govern the program:

- A. The program shall be limited to ten (10) students at any one time.
- B. Employee participation is voluntary. Employees shall not be required to participate and may cancel participation in nonemergency situations with one (1) week’s notice to the District. In emergency situations which require the immediate removal of the participating student the employee shall immediately notify his/her building supervisor of the termination and the reasons thereof.
- C. No student shall be placed in a classification where a reduction in force or reduction in house has taken place within the classification until that reduction has been restored.
- D. The mentor and the teacher responsible for the student’s program shall jointly develop an appropriate program for each individual student.

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ARTICLE 24 – EXECUTION/SIGNATURES

According to terms of this Agreement, executed this 18th day of August, 2021 in Brookings, Oregon, by the undersigned officers by the authority of and on behalf of the Brookings-Harbor School District 17C Board of Education and the Brookings-Harbor Education Association.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Negotiation Chairperson

Board Chairperson

Brookings-Harbor Education Association
President

Board Vice-Chairperson

APPENDIX A-1

BROOKINGS-HARBOR SCHOOL DISTRICT 17C
LICENSED STAFF SALARY SCHEDULE

JULY 1, 2021 - JUNE 30, 2022

2021 - 2022			
BA	BA+24	BA+45	MA/BA+60
\$ 40,876	\$ 42,512	\$ 44,214	\$ 45,984
\$ 42,512	\$ 44,214	\$ 45,984	\$ 47,820
\$ 44,214	\$ 45,984	\$ 47,820	\$ 49,733
\$ 45,984	\$ 47,820	\$ 49,733	\$ 51,720
\$ 47,820	\$ 49,733	\$ 51,720	\$ 53,794
\$ 49,733	\$ 51,720	\$ 53,794	\$ 55,946
\$ 51,720	\$ 53,794	\$ 55,946	\$ 58,181
\$ 53,794	\$ 55,946	\$ 58,181	\$ 60,507
\$ 55,946	\$ 58,181	\$ 60,507	\$ 62,929
\$ 58,181	\$ 60,507	\$ 62,929	\$ 65,446
\$ 60,507	\$ 62,929	\$ 65,446	\$ 68,063
\$ 62,929	\$ 65,446	\$ 68,063	\$ 70,789

APPENDIX A-2

BROOKINGS-HARBOR SCHOOL DISTRICT 17C;
LICENSED STAFF SALARY SCHEDULE

JULY 1, 2022 - JUNE 30, 2023

2022 - 2023				
BA	BA+24	BA+45	MA/BA+60	BA+80/MA+20
\$ 42,102	\$ 43,787	\$ 45,540	\$ 47,364	\$ 49,259
\$ 43,787	\$ 45,540	\$ 47,364	\$ 49,255	\$ 51,225
\$ 45,540	\$ 47,364	\$ 49,255	\$ 51,225	\$ 53,274
\$ 47,364	\$ 49,255	\$ 51,225	\$ 53,272	\$ 55,403
\$ 49,255	\$ 51,225	\$ 53,272	\$ 55,408	\$ 57,624
\$ 51,225	\$ 53,272	\$ 55,408	\$ 57,624	\$ 59,929
\$ 53,272	\$ 55,408	\$ 57,624	\$ 59,926	\$ 62,323
\$ 55,408	\$ 57,624	\$ 59,926	\$ 62,322	\$ 64,815
\$ 57,624	\$ 59,926	\$ 62,322	\$ 64,817	\$ 67,410
\$ 59,926	\$ 62,322	\$ 64,817	\$ 67,409	\$ 70,105
\$ 62,322	\$ 64,817	\$ 67,409	\$ 70,105	\$ 72,909
\$ 64,817	\$ 67,409	\$ 70,105	\$ 72,913	\$ 75,830
			\$ 75,830	\$ 78,863

APPENDIX B-1
 BROOKINGS-HARBOR
 SCHOOL DISTRICT 17C
 CLASSIFIED STAFF SALARY
 SCHEDULE
 JULY 1, 2021 - JUNE 30,
 2022

POSITION	2021-2022								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
PLAYGROUND AIDE/PATHWAYS	1	\$ 12.25	\$ 12.62	\$ 13.07	\$ 13.42	\$ 13.74	\$ 14.15	\$ 14.54	\$ 14.96
TA 1	3	\$ 13.34	\$ 13.74	\$ 14.19	\$ 14.60	\$ 15.02	\$ 15.43	\$ 15.84	\$ 16.31
FOOD SVC 2	4	\$ 12.94	\$ 13.32	\$ 13.70	\$ 14.12	\$ 14.51	\$ 14.91	\$ 15.31	\$ 15.77
FOOD SVC 1	5	\$ 13.26	\$ 13.61	\$ 14.03	\$ 14.44	\$ 14.81	\$ 15.23	\$ 15.65	\$ 16.09
SECRETARY 2	7	\$ 14.27	\$ 14.72	\$ 15.20	\$ 15.66	\$ 16.13	\$ 16.64	\$ 17.08	\$ 17.59
SECRETARY 1	8	\$ 17.58	\$ 18.18	\$ 18.76	\$ 19.36	\$ 19.95	\$ 20.54	\$ 21.09	\$ 21.73
CUSTODIAN 2	9	\$ 14.07	\$ 14.54	\$ 14.96	\$ 15.43	\$ 15.87	\$ 16.33	\$ 16.79	\$ 17.27
HEAD-CUST/GROUNDS	10	\$ 17.00	\$ 17.57	\$ 18.12	\$ 18.69	\$ 19.28	\$ 19.87	\$ 20.42	\$ 21.02
MAINT. HELPER	11	\$ 18.68	\$ 19.22	\$ 19.72	\$ 20.24	\$ 20.75	\$ 21.30	\$ 21.84	\$ 22.52
COMPUTER SPEC.	12	\$ 17.00	\$ 17.57	\$ 18.12	\$ 18.69	\$ 19.28	\$ 19.87	\$ 20.42	\$ 21.02
MAINTENANCE	13	\$ 21.69	\$ 22.43	\$ 23.14	\$ 23.89	\$ 24.61	\$ 25.29	\$ 26.01	\$ 26.79
BUS DRIVER*	14	\$ 15.35	\$ 15.94	\$ 16.50	\$ 17.07	\$ 17.63	\$ 18.18	\$ 18.75	\$ 19.32
LIBRARY TECH II - SECONDARY	15	\$ 14.81	\$ 15.31	\$ 15.76	\$ 16.21	\$ 16.68	\$ 17.13	\$ 17.57	\$ 18.09
LIBRARY TECH I - ELEMENTARY	16	\$ 16.28	\$ 16.81	\$ 17.30	\$ 17.83	\$ 18.36	\$ 18.83	\$ 19.32	\$ 19.90
LIFE SKILS AIDE	17	\$ 15.77	\$ 16.23	\$ 16.72	\$ 17.24	\$ 17.74	\$ 18.24	\$ 18.72	\$ 19.23
PLAYWORKS COACH	18	\$ 14.91	\$ 15.35	\$ 15.81	\$ 16.30	\$ 16.79	\$ 17.27	\$ 17.80	\$ 18.32
SLP ASSISTANT	19	\$ 21.64	\$ 22.80	\$ 23.52	\$ 24.68	\$ 25.78	\$ 26.95	\$ 28.17	\$ 29.42
ACCOMPANIST	20	\$ 14.62	\$ 15.06	\$ 15.51	\$ 15.97	\$ 16.46	\$ 16.95	\$ 17.46	\$ 17.98

**** Substitute rate is column 1****

*A Driver assigned by the District to perform Transportation Coordinator/Trainer duties shall receive \$2.00 per hour above the Driver rate of pay, at the applicable step, for all time performing such duties.

APPENDIX B-2
 BROOKINGS-HARBOR
 SCHOOL DISTRICT 17C
 CLASSIFIED STAFF SALARY
 SCHEDULE
 JULY 1, 2022 - JUNE 30,
 2023

		2022-2023								
POSITION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PLAYGROUND AIDE/PATHWAYS	1	\$ 12.62	\$ 13.00	\$ 13.46	\$ 13.82	\$ 14.15	\$ 14.57	\$ 14.98	\$ 15.41	15.87
TA 1	3	\$ 13.74	\$ 14.15	\$ 14.62	\$ 15.04	\$ 15.47	\$ 15.89	\$ 16.32	\$ 16.80	17.30
FOOD SVC 2	4	\$ 13.33	\$ 13.72	\$ 14.11	\$ 14.54	\$ 14.95	\$ 15.36	\$ 15.77	\$ 16.24	16.73
FOOD SVC 1	5	\$ 13.66	\$ 14.02	\$ 14.45	\$ 14.87	\$ 15.25	\$ 15.69	\$ 16.12	\$ 16.57	17.07
SECRETARY 2	7	\$ 14.70	\$ 15.16	\$ 15.66	\$ 16.13	\$ 16.61	\$ 17.14	\$ 17.59	\$ 18.12	18.66
SECRETARY 1	8	\$ 18.11	\$ 18.73	\$ 19.32	\$ 19.94	\$ 20.55	\$ 21.16	\$ 21.72	\$ 22.38	23.05
CUSTODIAN 2	9	\$ 14.49	\$ 14.98	\$ 15.41	\$ 15.89	\$ 16.35	\$ 16.82	\$ 17.29	\$ 17.79	18.32
HEAD-CUST/GROUNDS	10	\$ 17.51	\$ 18.10	\$ 18.66	\$ 19.25	\$ 19.86	\$ 20.47	\$ 21.03	\$ 21.65	22.30
MAINT. HELPER	11	\$ 19.24	\$ 19.80	\$ 20.31	\$ 20.85	\$ 21.37	\$ 21.94	\$ 22.50	\$ 23.20	23.90
COMPUTER SPEC.	12	\$ 17.51	\$ 18.10	\$ 18.66	\$ 19.25	\$ 19.86	\$ 20.47	\$ 21.03	\$ 21.65	22.30
MAINTENANCE	13	\$ 22.34	\$ 23.10	\$ 23.83	\$ 24.61	\$ 25.35	\$ 26.05	\$ 26.79	\$ 27.59	28.42
BUS DRIVER	14	\$ 15.81	\$ 16.42	\$ 17.00	\$ 17.58	\$ 18.16	\$ 18.73	\$ 19.31	\$ 19.90	20.50
LIBRARY TECH II - SECONDARY	15	\$ 15.25	\$ 15.77	\$ 16.23	\$ 16.70	\$ 17.18	\$ 17.64	\$ 18.10	\$ 18.63	19.19
LIBRARY TECH I - ELEMENTARY	16	\$ 16.77	\$ 17.31	\$ 17.82	\$ 18.36	\$ 18.91	\$ 19.39	\$ 19.90	\$ 20.50	21.12
LIFE SKILS AIDE	17	\$ 16.24	\$ 16.72	\$ 17.22	\$ 17.76	\$ 18.27	\$ 18.79	\$ 19.28	\$ 19.81	20.40
PLAYWORKS COACH	18	\$ 15.36	\$ 15.81	\$ 16.28	\$ 16.79	\$ 17.29	\$ 17.79	\$ 18.33	\$ 18.87	19.44
SLP ASSISTANT	19	\$ 22.29	\$ 23.48	\$ 24.23	\$ 25.42	\$ 26.55	\$ 27.76	\$ 29.02	\$ 30.30	31.52
ACCOMPANIST	20	\$ 15.06	\$ 15.51	\$ 15.98	\$ 16.45	\$ 16.95	\$ 17.46	\$ 17.98	\$ 18.52	19.08

**** Substitute rate is column 1****

*A Driver assigned by the District to perform Transportation Coordinator/Trainer duties shall receive \$2.00 per hour above the Driver rate of pay, at the applicable step, for all time performing such duties.

APPENDIX C-1
 BROOKINGS-HARBOR SCHOOL DISTRICT 17C
 EXTRA DUTY SALARY SCHEDULE
 JULY 1, 2021 - JUNE 30, 2022

LEVEL	2021-2022	POSITION
1	\$ 5,511.00	All High School Head Coaches, CheerDance Team, Instrumental Music, Theater School, High School Yearbook Advisor, High School Leadership Advisor, Robotics and High School Music.
2	\$ 4,330.00	Azalea Middle School Music
3	\$ 3,936.00	All High School Assistant Coaches, Forensics, Newspaper
4	\$ 3,149.00	All Azalea Middle School Head Coaches, Program Coordinator I and Knowledge Bowl
5	\$ 2,362.00	All other Azalea Middle School Coaches and Program Coordinator II
6	\$ 1,969.00	Mentor Teacher, High School Class Advisors, High School Department Chairs, and Program Assistant

APPENDIX C-2
 BROOKINGS-HARBOR SCHOOL DISTRICT 17C
 EXTRA DUTY SALARY SCHEDULE
 JULY 1, 2022 - JUNE 30, 2023

LEVEL	2022-2023	POSITION
1	\$ 5,676.00	All High School Head Coaches, CheerDance Team, Instrumental Music, Theater School, High School Yearbook Advisor, High School Leadership Advisor, Robotics and High School Music.
2	\$ 4,460.00	Azalea Middle School Music
3	\$ 4,054.00	All High School Assistant Coaches, Forensics, Newspaper
4	\$ 3,243.00	All Azalea Middle School Head Coaches, Program Coordinator I and Knowledge Bowl
5	\$ 2,433.00	All other Azalea Middle School Coaches and Program Coordinator II
6	\$ 2,028.00	Mentor Teacher, High School Class Advisors, High School Department Chairs, and Program Assistant

DRAFT Minutes

Annual Organizational School Board Meeting

Wednesday, July 21, 2021 5:00 PM

Azalea Middle School Library, 505 Pacific Avenue, Brookings, OR 97415 (In-Person)

1. Call Meeting to Order

In attendance: 4

Alan Nidiffer, Board Chair

Jay Trost, Vice Chair

Janece Payne, Board Member

Katherine Johnson, Board Member

Absent/Late arrival: Janell Howard, Board Member. (Arrived at 5:28 p.m. in time to participate in last voted item on the agenda)

Alan Nidiffer called the meeting to order at 5:20 p.m.

2. Annual Organizational Procedures-Action (Enclosure #1)

a. Elect Board Officers Alan Chair and Jay Trost Vice Chair.

Motion made by Janece Payne and seconded by Jay Trost to elect Alan Nidiffer as board chairperson for 2021-22 school year. Any other nominations? None.

Vote called:

Katherine Johnson: Aye

Janece Payne: Aye

Jay Trost: Aye

Alan Nidiffer: Aye

Motion passed 4 in favor; 0 opposed; and 1 absent.

Motion made by Janece Payne and seconded by Alan Nidiffer to elect Jay Trost as vice chairperson for 2021-22 school year.

Vote called:

Katherine Johnson: Aye

Janece Payne: Aye

Jay Trost: Aye

Alan Nidiffer: Aye

Motion passed 4 in favor; 0 opposed; and 1 absent.

b. Establishment of Regular Meeting Dates, Times and Location

Motion made by Jay Trost to continue with regular meeting times on third Wednesdays monthly at 5:30 p.m., in the Kalmiopsis Library, if location available. Motion seconded by Janece Payne. Discussion: None.

Vote called:
Katherine Nidiffer: Aye
Janece Payne: Aye
Jay Trost: Aye
Alan Nidiffer: Aye

Motion passed 4 in favor; 0 opposed; and 1 absent.

- c. Designation of District Clerk and Chief Executive Officer (ORS 332.515)
- d. Designation of Deputy District Clerk and Business Manager
- e. Designation of Budget Officer (ORS 294.331)
- f. Declaration of Vacancies (#) of District Budget Committee
- g. Designation of Custodian of District Funds and Authorized Facsimile Signature (ORS 328.441; 328.445)
- h. Designation of Depository of District Funds (ORS 328.441 and 294.805 and 328.465)
- i. Designation of District Auditors (ORS 297.405, 327.137 and 328.465)
- j. Designation of District Insurance Agent of Record
- k. Designation of District Legal Counsel
- l. Designation of Authorized Officers for Submittal of Federal Grants
- m. Designation of School Board as Local Public Contract Review Board (ORS 279A.060)
- n. Designation of Press Representative

Janell Howard arrived at 5:28 p.m.

Motion made by Jay Trost to approve items c-m in Enclosure #1 as recommended. Motion seconded by Katherine Johnson. Discussion: none.

Vote called:
Katherine Johnson: Aye
Janece Payne: Aye
Jay Trost: Aye
Alan Nidiffer: Aye
Janell Howard: Aye

Motion passed 5 in favor; 0 opposed.

3. Adjournment

Meeting adjourned at 5:30 p.m. by Alan Nidiffer.

DRAFT Minutes

Regular School Board Meeting

Wednesday, July 21, 2021 5:30 PM

Azalea Middle School Library, 505 Pacific Avenue, Brookings, OR 97415 (In-Person)

1. Call Meeting to Order

In attendance: 5

Alan Nidiffer, Board Chair

Jay Trost, Vice Chair

Janece Payne, Board Member

Katherine Johnson, Board Member

Janell Howard, Board Member

Alan Nidiffer called the meeting to order at 5:33 p.m.

2. Pledge of Allegiance

Motion made by Jay Trost to amend the agenda to remove agenda item 5e. "Approve Recommendation to Terminate Probationary Teacher" from the consent agenda.

Seconded by Janece Payne.

Vote called:

Katherine Johnson: Aye

Janece Payne: Aye

Jay Trost: Aye

Alan Nidiffer: Aye

Janell Howard: Aye

Motion passed 5 in favor; 0 opposed.

3. Early Items

a. Celebrate Student Success

Alan Nidiffer noted enclosure in board packet detailing the announcement of the Jim Seeley Memorial Scholarship by two Class of 2021 Brookings-Harbor High School graduates (Nohemi Fernandez and Aaron Parkinson) from Wild Rivers Coast Alliance (WRCA) and Bandon Dunes Golf Resort.

4. Citizen Input

No citizen input given at the meeting or received via email prior to meeting.

5. Consent Agenda

- a. Approve Minutes
 - 1. June 30, 2021 Special School Board Meeting minutes
 - 2. June 23, 2021 Special School Board Meeting minutes
- 3. Amended minutes from 2020-21 meetings
- b. Approve Bills
- c. Approve New Hires
- d. Approve Extra Duty Contracts
- f. Acceptance of Gifts and Donations

Motion made by Jay Trost to approve the consent agenda items a., b., c., d., and f. Motion seconded by Katherine Johnson.

Discussion: Jay Trost appreciated recording the acceptance of gifts and donations. Katherine Johnson said that that it's great to see elective classes such as graphic design, art and PE being hired. Alan Nidiffer remembered Mr. Caveness and was glad to see his name going on a memorial buddy bench for the elementary school playground.

Vote called:
Katherine Johnson: Aye
Janece Payne: Aye
Jay Trost: Aye
Alan Nidiffer: Aye
Janell Howard: Aye

Motion passed 5 in favor; 0 opposed.

6. District Reports and Information

- a. Comments from the Superintendent

Superintendent David Marshall presented some summer facilities and maintenance and contractor construction updates for the district. This included updated fencing going in around the softball field to raise the height of the fence for safety, and other new security fencing of outdoor breezeway spaces around the high school. Students at the high school will have the opportunity to participate in a design process to decorate the fences with attachable design pieces that hook in the chain link. It will be a building level process that will start later this fall, so the fences will remain plain and undecorated until then. The district has also installed many additional HVAC split units to improve filtering and air quality and is looking into updates to the central system as well with ESSER funds.

Superintendent introduced Cynthia Barthuly, new director of Special Programs, to the board.

Superintendent shared an update on the Ready Schools, Safe Learners Resiliency Framework, saying that a new recommendation by a national pediatrics group for youth mask wearing may impact Oregon school's approach and that some questions remain on how quarantining will work as far as vaccinated versus unvaccinated. BHSD had a meeting with Oregon Health Authority which is the official county health provider at this time, and plans to take on a more active role with contract tracing and is working through scenarios to prepare for the start of school. The expectation from the state is that school districts provide full regular school days. The main question is what will the mask requirement be or not be.

Discussion:

Question from Janell Howard: If that comes out now is it a requirement or just guidance?

Supt. Marshall: Most areas have moved to guidance and recommendations, but there are still some requirements at this time, for example per the CDC, masks are required on buses.

7. Board Functions and Comments

- a. Review Board Goals
- b. Review District Priorities

Alan Nidiffer noted that a revitalized of the District Leadership Team (DLT) process will include discussion of board/district goals and priorities.

8. Key Dates and Calendar Updates

- a. OSBA Virtual Summer Workshops, July 23-24, 2021
- b. 75th Annual OSBA Convention, Nov. 11-13, 2021

9. Adjourn to Executive Session

To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b)) 1

Alan Nidiffer adjourned the regular board meeting to recess, and called to order the board for an executive session at 5:49 p.m.

Alan Nidiffer adjourned the executive session at 6:54 p.m.

10. Board Comes Back Into Public Session To Consider Possible Action Items

Alan Nidiffer called the school board back to order in public session at 6:59 p.m.

Motion made by Jay Trost to follow the recommendation of the Superintendent "Approve Recommendation to Terminate Probationary Teacher." Seconded by Janece Payne.

Discussion:

Jay Trost said that we can't overrule an existing law. Alan Nidiffer said that we must follow the law and have a licensed teacher in the classroom.

Vote called:

Katherine Johnson: Aye

Janece Payne: Aye

Jay Trost: Aye

Alan Nidiffer: Aye

Janell Howard: Aye

Motion passed 5 in favor; 0 opposed.

11. Adjourn to Executive Session 2

To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))

Alan Nidiffer adjourned the regular meeting and called to order a second executive session at 7:02 p.m.

Alan Nidiffer adjourned executive session 2 at 7:27 p.m. and returned to public session.

12. Board Comes Back to Public Session for Adjournment The meeting location is accessible to persons with disabilities.

Regular meeting adjourned for the night at 7:27 p.m.

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON						
		125464	GENERAL FUND	FISCAL SERVICES	SUPPLIES	\$238.93
		125464	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	SUPPLIES	\$271.00
		125533	GENERAL FUND	SPECIAL EDUCATION DIRECTOR	SUPPLIES	\$287.25
				Total for AMAZON		\$797.18
BADGER, CYNTHIA D						
		0	GENERAL FUND	Undesignated	Payroll Draw Liability	\$500.00
BEAMAN, JESS						
		0	GENERAL FUND	Undesignated	Payroll Draw Liability	\$500.00
BLUE STAR GAS						
		125538	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	\$119.88
CANON FINANCIAL SERVICES INC.						
		125540	GENERAL FUND	ELEMENTARY	RENTALS	\$922.28
		125540	GENERAL FUND	ELEMENTARY	REPAIR AND MAINTENANCE	\$748.58
		125540	GENERAL FUND	FISCAL SERVICES	RENTALS	\$356.00
		125540	GENERAL FUND	FISCAL SERVICES	REPAIR AND MAINTENANCE	\$82.36
		125540	GENERAL FUND	HIGH SCHOOL PROGRAMS	RENTALS	\$728.39
		125540	GENERAL FUND	HIGH SCHOOL PROGRAMS	REPAIR AND MAINTENANCE	\$232.32
		125540	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	RENTALS	\$612.92
		125540	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	REPAIR AND MAINTENANCE	\$108.84
		125540	GENERAL FUND	OFFICE OF THE PRINCIPAL	RENTALS	\$19.80
		125540	GENERAL FUND	OFFICE OF THE PRINCIPAL	REPAIR AND MAINTENANCE	\$0.47
		125540	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	RENTALS	\$14.67
		125540	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	\$137.52
		125540	GENERAL FUND	STUDENTS WITH DISABILITIES	REPAIR AND MAINTENANCE	\$30.95
				Total for CANON FINANCIAL SERVICES INC.		\$3,995.10
CASCADE HOME CENTER						

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		125541	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	\$547.32
CDW - GOVERNMENT INC						
		125466	GENERAL FUND	FISCAL SERVICES	SUPPLIES	\$340.17
CITY OF BROOKINGS						
		125542	GENERAL FUND	STUDENT SAFETY	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$64,704.50
COASTAL PAPER & SUPPLY INC						
		125543	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	\$7,076.70
COOS CURRY ELECTRIC CO-OP INC						
		125544	GENERAL FUND	MAINTENANCE SERVICES	ELECTRICITY	\$952.14
COSA						
		125545	GENERAL FUND	OFFICE OF THE PRINCIPAL	DUES AND FEES	\$4,090.00
		125545	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	DUES AND FEES	\$595.00
		125545	GENERAL FUND	SPECIAL EDUCATION DIRECTOR	DUES AND FEES	\$595.00
				Total for COSA		\$5,280.00
CRISISGO, INC						
		125467	GENERAL FUND	STUDENT SAFETY	COMPUTER SOFTWARE	\$3,450.00
CROWE, PEGGY D						
		0	GENERAL FUND	Undesignated	Payroll Draw Liability	\$250.00
DHS RECEIPTING UNIT						
		125546	GENERAL FUND	YOUTH TRANSITION PROGRAM	PROFESSIONAL AND TECHNICAL SERVICES	\$56,916.97
ESS WEST, LLC						
		0	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	ESS Classified Substitutes	\$301.19
		0	GENERAL FUND	MAINTENANCE SERVICES	ADDITIONAL SALARIES	\$988.73
		0	GENERAL FUND	SPECIAL PROGRAMS SUMMER INSTRUCTION	ESS Classified Substitutes	\$152.81
		0	GENERAL FUND	Undesignated	Prepaid Expenses	\$44,097.72
				Total for ESS WEST, LLC		\$45,540.45
ESTELLE, RALPH						

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

Fund: 100	GENERAL FUND		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name							
		0	GENERAL FUND		Undesignated	Payroll Draw Liability	\$250.00
GP ENERGY		125548	GENERAL FUND		STUDENT TRANSPORTATION SERVICES	FUEL	\$467.46
HERNANDEZ, FRANK A		0	GENERAL FUND		Undesignated	Payroll Draw Liability	\$250.00
LAWRENCE COMPANY		125470	GENERAL FUND		FISCAL SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$160.00
LEAVING THE VILLAGE		125550	GENERAL FUND		OFFICE OF THE PRINCIPAL	TRAVEL	\$1,125.00
MISSION LINEN SUPPLY		125471	GENERAL FUND		STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$188.41
		125551	GENERAL FUND		STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$233.21
		Total for MISSION LINEN SUPPLY					\$421.62
OASBO		125474	GENERAL FUND		FISCAL SERVICES	DUES AND FEES	\$2,500.00
OETC		125554	GENERAL FUND		SPECIAL EDUCATION DIRECTOR	COMPUTER SOFTWARE	\$204.02
OSBA		125557	GENERAL FUND		BOARD OF DIRECTORS	COMPUTER SOFTWARE	\$3,800.00
		125557	GENERAL FUND		BOARD OF DIRECTORS	PERIODICALS	\$1,440.00
		Total for OSBA					\$5,240.00
OSPA		125475	GENERAL FUND		STAFF SERVICES	DUES AND FEES	\$110.00
PACE		125476	GENERAL FUND		MAINTENANCE SERVICES	INSURANCE PREMIUMS	\$202,021.00

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		125476	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	INSURANCE PREMIUMS	\$15,535.00
				Total for PACE		\$217,556.00
PBISAPPS - EDUCATIONAL & COMMUNITY SUPP		125477	GENERAL FUND	OFFICE OF THE PRINCIPAL	COMPUTER SOFTWARE	\$153.32
PITNEY BOWES GLOBAL - LEASING		125478	GENERAL FUND	FISCAL SERVICES	POSTAGE	\$873.09
QUILL CORPORATION		125479	GENERAL FUND	FISCAL SERVICES	SUPPLIES	\$254.37
SAIF CORPORATION		0	GENERAL FUND	Undesignated	SAIF Liability	\$87,588.61
Snyder, Dwight O		125446	GENERAL FUND	Undesignated	Payroll Draw Liability	\$250.00
TRYMMA, VANEK A		0	GENERAL FUND	Undesignated	Payroll Draw Liability	\$250.00
TYLER BUSINESS FORMS		125560	GENERAL FUND	FISCAL SERVICES	SUPPLIES	\$162.25
UMPQUA BANK - LOAN		0	GENERAL FUND	DEBT SERVICE	INTEREST	\$13.28
		0	GENERAL FUND	DEBT SERVICE	REDEMPTION OF PRINCIPAL	\$725.89
				Total for UMPQUA BANK - LOAN		\$739.17
US CELLULAR		125561	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	Other Communication Services	\$374.44
WALLIN, TERI A		0	GENERAL FUND	Undesignated	Payroll Draw Liability	\$500.00
WEHLER, JACK		125487	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$323.40
WESEL, DUSTIN						

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

Fund: 100 GENERAL FUND		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		0	GENERAL FUND	Undesignated	Payroll Draw Liability	\$250.00
ZIPLY FIBER						
		125563	GENERAL FUND	CARE & UPKEEP OF GROUNDS	TELEPHONE	\$76.09
		125563	GENERAL FUND	FISCAL SERVICES	TELEPHONE	\$184.69
		125563	GENERAL FUND	MAINTENANCE SERVICES	TELEPHONE	\$74.31
		125563	GENERAL FUND	OFFICE OF THE PRINCIPAL	TELEPHONE	\$1,603.43
		125563	GENERAL FUND	SPECIAL EDUCATION DIRECTOR	TELEPHONE	\$148.64
		125563	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	TELEPHONE	\$150.42
		125563	GENERAL FUND	TECHNOLOGY DIRECTOR	TELEPHONE	\$148.64
				Total for ZIPLY FIBER		\$2,386.22
ZOLEZZI INSURANCE AGENCY						
		125564	GENERAL FUND	FISCAL SERVICES	DUES AND FEES	\$13,200.00
				Total for GENERAL FUND		\$526,559.38

Fund: 214 ESSER II		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
AMAZON						
		125464	ESSER II	Summer School Programs	NON CONSUMABLE SUPPLIES	(\$53.16)
		125464	ESSER II	Summer School Programs	SUPPLIES	(\$6.83)
		125533	ESSER II	NURSE SERVICES	SUPPLIES	\$233.70
				Total for AMAZON		\$173.71
BROOKINGS ELECTRONIC SERVICE, INC						
		125539	ESSER II	BLDG ACQUISITION, CONTR. & IMPROVEMENT	* OVER \$5000 BUILDING ACQUISITION	\$28,609.15
SCHOOL OUTFITTERS						
		125484	ESSER II	MIDDLE/JUNIOR HIGH PROGRAMS	NON CONSUMABLE SUPPLIES	\$2,008.15
				Total for ESSER II		\$30,791.01

Fund: 252 HIGH SCHOOL SUCCESS - M98		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

					Amount
AMAZON					
	125533	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	\$1,335.39
APPLE COMPUTER INC, CUST# 32206					
	125465	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	COMPUTER HARDWARE	\$299.00
NEWOOD					
	125553	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	NON CONSUMABLE SUPPLIES	\$5,329.10
Total for HIGH SCHOOL SUCCESS - M98					\$6,963.49

Fund: 259		Transp Equip Lease/Purchase				
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
SANTANDER LEASING LLC						
	125483	Transp Equip Lease/Purchase	DEBT SERVICE	REDEMPTION OF PRINCIPAL		\$16,566.00
	125558	Transp Equip Lease/Purchase	DEBT SERVICE	REDEMPTION OF PRINCIPAL		\$24,442.00
Total for SANTANDER LEASING LLC					\$41,008.00	
Total for Transp Equip Lease/Purchase					\$41,008.00	

Fund: 260		ALLCARE - GARDEN				
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
FOERTSCH, MATTHEW						
	0	ALLCARE - GARDEN	ELEMENTARY	PROFESSIONAL AND TECHNICAL SERVICES		\$833.33
	0	ALLCARE - GARDEN	HIGH SCHOOL PROGRAMS	PROFESSIONAL AND TECHNICAL SERVICES		\$833.34
	0	ALLCARE - GARDEN	MIDDLE/JUNIOR HIGH PROGRAMS	PROFESSIONAL AND TECHNICAL SERVICES		\$833.33
Total for FOERTSCH, MATTHEW					\$2,500.00	
Total for ALLCARE - GARDEN					\$2,500.00	

Fund: 262		AllCare Summer Snack				
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
ESS WEST, LLC						
	0	AllCare Summer Snack	STUDENT TRANSPORTATION SERVICES	CLASSIFIED SALARIES		\$497.11
Total for AllCare Summer Snack					\$497.11	

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

Fund: 267	State Summer Program Grants		FUNCTION	OBJECT	Amount
Remit Name	Check#	FUND			
AMAZON					
	125464	State Summer Program Grants	Summer School Programs	NON CONSUMABLE SUPPLIES	(\$159.46)
	125464	State Summer Program Grants	Summer School Programs	SUPPLIES	\$1,923.19
	125533	State Summer Program Grants	Summer School Programs	SUPPLIES	\$948.24
			Total for AMAZON		\$2,711.97
AMS CHEER					
	125534	State Summer Program Grants	Summer School Programs	DUES AND FEES	\$4,500.00
APPLE COMPUTER INC, CUST# 32206					
	125465	State Summer Program Grants	Summer School Programs	COMPUTER HARDWARE	\$1,196.00
BEACOCK MUSIC CO.					
	125535	State Summer Program Grants	Summer School Programs	SUPPLIES	\$30,170.66
BHHS BASEBALL					
	125536	State Summer Program Grants	Summer School Programs	DUES AND FEES	\$4,000.00
BHHS SOFTBALL					
	125537	State Summer Program Grants	Summer School Programs	DUES AND FEES	\$3,450.00
ESS WEST, LLC					
	0	State Summer Program Grants	Summer School Programs	ESS Classified Substitutes	\$1,106.38
HOUGHTON MIFFLIN HARCOURT					
	125468	State Summer Program Grants	Summer School Programs	TEXTBOOKS	\$4,614.98
MORIN'S SCREEN PRINT					
	125472	State Summer Program Grants	Summer School Programs	SUPPLIES	\$300.00
MURCZEK, KEN					
	125552	State Summer Program Grants	Summer School Programs	DUES AND FEES	\$2,722.00
OREGON TRAILER WORKS					
	125556	State Summer Program Grants	OPERATIONS & MAINTENANCE OF PLANT	* OVER \$5000 INITIAL EQUIP	\$8,919.25
RANDY J. GORMAN, INC.					
	125480	State Summer Program Grants	MAINTENANCE SERVICES	* OVER \$5000 NOT BLD IMPROVEMENTS	\$17,340.00

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

Fund: 267	State Summer Program Grants					
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
<hr/>						
SALMON RUN GOLF COURSE						
	125482	State Summer Program Grants	Summer School Programs	DUES AND FEES		\$950.00
						<hr/>
Total for State Summer Program Grants						\$81,981.24

Fund: 274	HS Co-Curricular					
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
<hr/>						
HUDL						
	125469	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	COMPUTER SOFTWARE		\$4,799.00
ROTO-ROOTER OF CURRY COUNTY						
	125481	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	REPAIR AND MAINTENANCE		\$880.00
WITTENMEIER, PAUL						
	125503	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES		\$45.00
						<hr/>
Total for HS Co-Curricular						\$5,724.00

Fund: 285	FACILITY MAINTENANCE					
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
<hr/>						
AMAZON						
	125464	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE		\$915.77
	125464	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES		\$1,451.75
	125533	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE		\$436.30
						<hr/>
Total for AMAZON						\$2,803.82
CASCADE HOME CENTER						
	125541	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES		\$4,774.87
GOLD BEACH LUMBER						
	125547	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES		\$1,054.05
ROTO-ROOTER OF CURRY COUNTY						
	125481	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE		\$125.00
						<hr/>
Total for FACILITY MAINTENANCE						\$8,757.74

Fund: 291	HIGH SCHOOL STUDENT BODY					
Remit Name	Check#	FUND	FUNCTION	OBJECT		

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 07/01/2021

To Date: 07/31/2021

					Amount
ASHTON, ELI					
	125504	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	\$250.00
	125504	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$0.00
Total for ASHTON, ELI					\$250.00
DEES, RICK					
	125499	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	\$450.00
GAVIN, KRISTIE					
	125500	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	\$250.00
GIBSON, TYLER					
	125501	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	\$525.00
KLYM, MAKAYLA					
	125502	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	\$500.00
Total for HIGH SCHOOL STUDENT BODY					\$1,975.00

Fund: 299 Nutrition Services

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
JOSEPHINE COUNTY HEALTH & HUMAN SVC DEPT					
	125549	Nutrition Services	FOOD SERVICES	DUES AND FEES	\$741.00
NATIONAL FOOD GROUP					
	125473	Nutrition Services	FOOD SERVICES	FOOD	\$2,485.28
OREGON CHILD NUTRITION COALITION					
	125555	Nutrition Services	FOOD SERVICES	COMPUTER SOFTWARE	\$300.00
	125555	Nutrition Services	FOOD SERVICES	DUES AND FEES	\$323.15
Total for OREGON CHILD NUTRITION COALITION					\$623.15
SUNRISE DISTRIBUTORS INC					
	125485	Nutrition Services	FOOD SERVICES	FOOD	\$695.20
	125559	Nutrition Services	FOOD SERVICES	FOOD	\$273.90
Total for SUNRISE DISTRIBUTORS INC					\$969.10
US FOODS					
	125486	Nutrition Services	FOOD SERVICES	FOOD	\$2,293.73

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

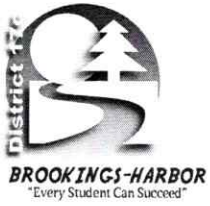
From Date: 07/01/2021

To Date: 07/31/2021

Fund: 299 Nutrition Services		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		125562	Nutrition Services	FOOD SERVICES	FOOD	\$2,658.15
				Total for US FOODS		\$4,951.88
ZIPLY FIBER		125563	Nutrition Services	FOOD SERVICES	TELEPHONE	\$150.43
				Total for Nutrition Services		\$9,920.84
					Grand Total:	<u>\$716,677.81</u>

Recap for FUND for GENERAL FUND		
100	GENERAL FUND	\$526,559.38
214	ESSER II	\$30,791.01
252	HIGH SCHOOL SUCCESS - M98	\$6,963.49
259	Transp Equip Lease/Purchase	\$41,008.00
260	ALLCARE - GARDEN	\$2,500.00
262	AllCare Summer Snack	\$497.11
267	State Summer Program Grants	\$81,981.24
274	HS Co-Curricular	\$5,724.00
285	FACILITY MAINTENANCE	\$8,757.74
291	HIGH SCHOOL STUDENT BODY	\$1,975.00
299	Nutrition Services	\$9,920.84

End of Report



District Administration Office

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Brookings, OR 97415
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www.brookings.k12.or.us

Memo

Date: 8/11/21
To: David Marshall, Superintendent
From: DeAnne Varitek, Principal BHHS
Cc: Grace Ramirez, HR Coordinator
Cc: Dede Corpening, District Business Manager
Re: Brookings Harbor Hire Recommendation - Licensed

Name:	Nicholas Gezon
Current City/State:	Holland, Michigan
Teaching Assignment/School:	Science, BHHS
Teaching Endorsements on License:	Biology, Chemistry (MI)
Undergraduate College:	University of Michigan
University where Teaching Degree was conferred:	Grand Valley State University, Michigan
Top Quality (1-2 sentences) that compelled the committee to select this candidate over others:	Mr. Gezon is a new teacher who comes to us highly recommended from his mentor teacher. He has worked in Alaska and is an avid outdoorsman. We believe that Mr. Gezon will be a tremendous asset to our program based on his successful student teaching, his positive connections to adolescents, and his deep knowledge of the content area. He is eager to engage students in hands-on science and has the full support of his science teammates who participated in the interview process.



Ready Schools, Safe Learners Resiliency Framework for the 2021-22 School Year

Updated August 3, 2021

Table of Contents

Overview	2
Authority and Effective Dates	2
Local Decision Making	2
Monitoring Local Data	3
COVID-19 Health and Safety	4
Equity	5
Safeguarding Student Opportunity	6
Requirements in Federal and State Statute and Rule	6
2021 Additions to Existing Rules	7
<i>Face Coverings</i>	7
Operational Plan/Safe Return to In-Person Instruction and Continuity of Services Plan	8
COVID-19 Recovery Services.....	8
Oregon Revised Statute and Oregon Administrative Rule	9
Communicable Disease Management in School Settings	9
Instruction, Attendance and Enrollment	9
Planning Mental Health Supports	11
ODE’s Integrated Model of Mental Health	11
Prioritize Student and Staff Health and Well-being	12
School Safety and Prevention	12
Access to Mental Health Services and Crisis Services	12
Advisory Health and Safety Strategies	13
COVID-19 Vaccination	13
Physical Distancing	14
Cohorting.....	15
Ventilation and Airflow	15
Handwashing <i>and Respiratory Etiquette</i>	18
OHA Sponsored COVID-19 Testing in Schools.....	19
Communicable Disease Management Plan for COVID-19 Required by OAR 581-022-2220	20
Isolation & Quarantine Protocols Required by OAR 581-022-2220 and Response to Outbreak.....	21
Where to Go for More Information	23

For the 2021-2022 school year, schools must plan to provide full-time, in-person education for all students every school day.¹ Districts will make decisions with their boards to determine local implementation of COVID-19 mitigation measures, as laid out in this document.

Overview

Authority and Effective Dates

This **Ready Schools, Safe Learners Resiliency Framework for the 2021-22 School Year** replaces [Ready Schools, Safe Learners: Guidance for School Year 2020-21](#) version 7.5.2 issued on May 28, 2021. The **Ready Schools, Safe Learners Resiliency Framework for the 2021-22 School Year** becomes effective on June 30, 2021. The Resiliency Framework may be used for summer school 2021 as well as school year 2021-22.

Changes in the amount of community transmission of COVID-19, the severity of illness associated with new variants of the SARS-CoV-2 virus that causes COVID-19, or the availability of vaccination for children younger than 12 years old may warrant changes to the state's recovery efforts during the school year. The Resiliency Framework will be updated to reflect any changes.

The vast majority of health and safety measures in this Resiliency Framework are *advisory*, and are offered to schools to support successful full-time, in-person instruction for the 2021-22 school year. Where this framework does not require a specific action by a school district, a district may choose whether to consider or implement advisory information or recommendations.

Prior to the COVID-19 pandemic, state law and rules included several components related to managing communicable disease in schools, including required isolation, quarantine and school exclusion for certain diseases. These requirements continue to exist in state law and rule.

Nothing in this framework is intended to provide legal advice. ODE encourages districts to consult with their own legal counsel and to consider other state and federal guidance and laws when implementing any recommendations.

ODE and OHA will continue to monitor guidance updates from the CDC, and will continue to align this recommendation framework as needed.

Local Decision Making

This Resiliency Framework was developed jointly by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA) and is informed by U.S. Department of Education and

¹ Schools that are virtual or online schools are not required to provide daily in-person instruction.

CDC guidance along with information from many other sources. **Except where compliance is mandated by existing state law, this Resiliency Framework is *advisory*. Requirements are followed by the rule reference for ease of identification.**

Decisions about when or how schools respond to an outbreak of COVID-19 involve collaboration across multiple actors. If part of or an entire school needs to close to in-person instruction as a matter of public health, it is important that educators, students, families, and the general public have a clear understanding of how decisions are made and who makes those decisions.

When determining how to best support in-person learning during the 2021-22 school year, schools should work in a collaborative manner with local public health authorities (LPHAs). LPHAs are vital partners to advise and consult on health and safety in schools with school officials. In general **decisions of school health and safety reside with school and district officials**. ODE's updated [Decision Tools](#) may be a useful resource. There can be exceptions within local law and any additional authorities should be clarified by schools and LPHAs at the local level. Additionally, the authority of an educational governing body or school leader to close a school facility may vary depending on what governance structure is in place and the type of school.

If a local public health authority has concerns about public health in a given school in response to an outbreak and the school or district disagree, these concerns may be elevated to the State Public Health Director or the Director of the Oregon Department of Education.

The State Public Health Director at the Oregon Health Authority has broad authority to close a facility that presents a public health risk.

The Director of ODE has authority to close a school facility within existing state laws.

Oregon OSHA enforces workplace safety rules and statutes. Oregon OSHA will address employee and other inquiries and complaints, and provide advice to employers related to any potential violation of existing Oregon OSHA rules if they involve potential workplace exposure. If you believe a school is not in compliance with the RSSL guidance you can file a named or confidential complaint with Oregon OSHA at 1-833-604-0884 or [online](#).

Monitoring Local Data

Together with local public health officials, school administrators should consider multiple factors when they make decisions about implementing layered prevention protocols against COVID-19. Since schools typically serve their surrounding communities, decisions should be based on the school population, families and students served, as well as their communities. The primary factors to consider include:

- [Level of community transmission of COVID-19](#).

- [COVID-19 vaccination coverage in the community](#) and among students, teachers, and staff.
- Use of a frequent COVID-19 [screening](#) testing program for students, teachers, and staff who are not fully vaccinated. Testing adds an important layer of prevention, particularly in areas with substantial to high community transmission levels.
- [COVID-19 outbreaks or increasing trends in the school](#) or surrounding community.
- Ages and developmental status of children served by K-12 schools and the associated cognitive, social and behavioral factors that may affect risk of transmission and the feasibility of different prevention strategies.
- Students and staff who warrant extra precautions due to being at increased risk of severe COVID-19 illness.

Schools will gather people who are fully vaccinated and people who are not fully vaccinated. Elementary schools primarily serve children under 12 years of age who are not eligible for the COVID-19 vaccine at this time. Other schools (e.g., middle schools, K-8 schools) may also have students who are not yet eligible for COVID-19 vaccination. Some schools (e.g., high schools) may have a low percentage of students and staff fully vaccinated despite vaccine eligibility. These variations require K-12 administrators to make decisions about the use of COVID-19 prevention strategies in their schools to protect people who are not fully vaccinated.

COVID-19 Health and Safety

The Resiliency Framework focuses on *advisory* health and safety recommendations that provide for flexibility to:

- Return to full-time, in-person instruction for all students,
- Honor and recognize the uniqueness of communities across Oregon, and
- Support schools in health and safety planning to meet community-specific needs and strengths.

As schools plan for the fall 2021 in-person school year, it is important to remember:

- Our communities will be living with the virus until there is widespread immunity.
- COVID-19 continues to change with new variants, our knowledge of mitigation efforts grows over time. For these reasons the guidance for responding to COVID-19 also changes.
- Right now, the best tools to protect individuals are vaccination for those eligible, physical distancing, face coverings, ventilation and airflow, hand hygiene, and staying home if ill or exposed to someone with COVID-19.
- Opportunity for transmission decreases with each mitigation effort that is implemented.

As districts plan and implement the recommendations included in this document, they will necessarily need to consider a continuum of risk levels when all recommendations cannot be fully implemented. For example, maintaining physical distance between people is one of the most effective preventive measures. However, there will be times when this is not possible based on a specific interaction or a physical space limitation. It will be necessary to consider and balance the mitigation strategies described in these recommendations to best protect health and safety while ensuring full time in person learning.

Equity

The Oregon Department of Education is committed to promoting educational systems that support every child's identity, health and well-being, beauty, and strengths. As such, equity must not be a standalone consideration and should inform every decision. Much of this document is technical in nature; however, every decision has the potential to disproportionately impact those whom existing systems most marginalize and historically underserved communities by exacerbating existing conditions of inequity. ODE and OHA sought to apply an equity-informed, anti-racist, and anti-oppressive lens across all sections of the Resiliency Framework.

ODE remains committed to the guiding principles introduced in spring 2020 to generate collective action and leadership for efforts to respond to COVID-19 across Oregon. These principles are updated to reflect the current context:

- **Ensure safety and wellness.** Prioritizing basic needs such as food, shelter, wellness, supportive relationships and support for mental, social, and emotional health of students and staff.
- **Center health and well-being.** Acknowledging the health and mental health impacts of this past year, commit to creating learning opportunities that foster creative expression, make space for reflection and connection, and center on the needs of the whole child rather than solely emphasizing academic achievement.
- **Cultivate connection and relationship.** Reconnecting with one another after a year of separation can occur through quality learning experiences and deep interpersonal relationships among families, students and staff.
- **Prioritize equity.** Recognize the disproportionate impact of COVID-19 on Black, American Indian/Alaska Native, and Latino/a/x, Pacific Islander communities; students experiencing disabilities; students living in rural areas; and students and families navigating poverty and houselessness. Apply an equity-informed, anti-racist, and anti-oppressive lens to promote culturally sustaining and revitalizing educational systems that support every child.
- **Innovate.** Returning to school is an opportunity to improve teaching and learning by iterating on new instructional strategies, rethinking learning environments, and

investing in creative approaches to address unfinished learning.

Safeguarding Student Opportunity

Maintaining rigorous expectations and support to [accelerate learning](#) for all students is part of providing an equitable education. As such, any decision for students related to progression within a course sequence; grade entry, grade promotion or retention; placement in advanced courses, dual credit courses or accelerated learning; or participation in extra-curricular activities should include the following:

- A priority for the student to enter school at the grade level associated with their age (compulsory attendance does not begin until age 6 in Oregon) and to be promoted to the next grade level regardless of opportunity to access and fully participate in school during the pandemic and any impact that had on the student's attendance and academic performance.
- A priority for the student to be included in every possible educational and school opportunity (advanced courses, extra-curricular activities, etc.) regardless of opportunity to access and fully participate in school during the pandemic and any impact that had on the student's attendance and academic performance.
- Review of multiple data sources.
- Meaningful engagement with families, educators/staff that considers:
 - Short- and long-term unintended consequences of retention or exclusion on the student's social-emotional well-being, academic success, and status.
 - Cultural implications and stigma associated with retention or exclusion for the student and family.
 - Student voice and input.

A student's academic performance and/or attendance during the spring of 2020 or the 2020-21 school year should not be the sole determinant for decision making.

Requirements in Federal and State Statute and Rule

Existing federal law includes the following requirements for school districts:

The Centers for Disease Control and Prevention (CDC) [issued an Order](#) on January 29, 2021 requiring the wearing of masks by people on public transportation conveyances or on the premises of transportation hubs to prevent spread of the virus that causes COVID-19. This Order was effective as of 11:59 p.m. February 1, 2021 and was published in the [Federal Register](#) on February 3, 2021. **The CDC order for mandatory use of face coverings on public transit applies to school buses until lifted by the federal government and cannot be waived by state or local authorities.** [The text of the federal order](#) and the [CDC guidance](#) is available on the CDC website. In addition, the CDC has provided clarity through these [FAQs](#). Please note that this

federal law applies to both public and private schools.

Existing state law and rule include the following requirements for schools and districts:

2021 Additions to Existing Rules

Face Coverings

Oregon is placing a priority on ensuring that every student is [able to attend school in-person](#) for the entire school year. Students are required to attend school, which is a congregated setting where COVID-19 can spread easily if precautions are not taken. Universal and correct use of [face coverings keeps students learning in-person](#). ODE, OHA, the CDC and the American Academy of Pediatrics (AAP) all agree that returning to full-time, in-person learning is best for our children.

On August 2, 2021 OHA adopted a rule requiring face coverings in all K-12 indoor school settings ([OAR 333-019-1015](#)). This rule applies to public, private, parochial, charter, youth corrections education programs (YCEP) and juvenile detention education programs (JDEP) or alternative educational programs offering kindergarten through grade 12 or any part thereof.

The rule requires all individuals over two years of age to wear a face covering while indoors in a K-12 school, during school hours. Certain [accommodations](#) for medical needs or disability may be necessary.

OHA will review this rule monthly to determine the need for it to continue. Other COVID-19 mitigation protocols (physical distancing, airflow/ventilation, etc.) remain local decisions.

When students falter in consistently and correctly wearing a face covering, center grace and patience and reteach the expectation. Refrain from implementing consequences that deny access to instruction as a result of these challenges. Schools and teams should continually provide instruction and positive reinforcement to help all students adapt to the changes in school facilities while ensuring punitive measures are not the methodology to remind, motivate and reinforce healthy practices.

In the case that a student or family chooses not to wear a face covering for reasons other than medical need or disability, schools should follow district processes to determine how to respond keeping in mind both the responsibility for health and safety and the student's need to access education.

Per OHA rule and guidance, it is acceptable for both fully vaccinated and unvaccinated people to be outdoors without a face covering.

A face shield may be worn instead of a mask if an individual cannot wear a mask for medical reasons. Face coverings are preferred over face shields, as they provide better containment of small aerosols that can be produced while talking.

A face covering is NOT a substitute for physical distancing. Face coverings are required and maintaining at least 3 feet of physical distancing to the extent possible, especially when indoors around people from different households is strongly recommended.

Group mask breaks or full classroom mask breaks are best done outdoors where ventilation and physical distancing are maximized.

At the June 17, 2021 meeting, the State Board of Education took action on two rules:

[Operational Plan/Safe Return to In-Person Instruction and Continuity of Services Plan](#)
[This plan, available on the ESSER III webpage](#), replaces the Ready Schools, Safe Learners Operational Blueprint required under Executive Order 21-06. Districts will submit their Safe Return to In-Person Instruction and Continuity of Services plan to ODE by **August 23, 2021** to fulfill the requirements of American Rescue Plan Elementary and Secondary School Emergency Relief (ESSER III) State plan. Districts are required to submit their plan to ODE by **August 23, 2021** to fulfill the Oregon State Board of Education requirement. ([OAR 581-022-0105](#)). A date and submission process for public charter schools will be communicated to charter school leaders before the end of July 2021.

COVID-19 Recovery Services

Oregon's Resiliency Framework for the 2021-22 School Year shifts away from the requirements in Ensuring Equity and Access: Aligning Federal and State Requirements. That guidance document was intended to support schools and districts in ensuring that requirements related to specific federal programs continued to be met in the varied instructional models that existed in the 2020-21 school year. As we return to an educational context where in-person instruction is nearly universally available, the expectations in Ensuring Equity and Access are no longer applicable and any information from that document returns to pre-COVID-19 expectations and requirements.

As schools plan for the 2021-22 school year, it is important that they fully consider how to appropriately support all students in light of their circumstances, including those experiencing disability. For students experiencing disability who are eligible for special education, IEP teams must consider the need for [individualized COVID-19 recovery services](#). Districts are required to:

- Notify parents of the opportunity for the IEP team to consider Individualized COVID-19 Recovery Services and seek their input related to those services.
- Consider the need for Individualized COVID-19 Recovery Services at each initial IEP or annual review meeting through the 2022-23 school year.
- Proactively make decisions about Individualized COVID-19 Recovery Services earlier than the initial IEP or annual review meeting, where appropriate.
- Document district decisions related to these services using the Individualized COVID-19 Recovery Services Review sample form developed by the Department or a form developed by the school district that contains the same content.

- Notify ODE when the district and the parent wish to participate in a Facilitated IEP meeting about Individualized COVID-19 Recovery Services.

Oregon Revised Statute and Oregon Administrative Rule

For the 2021-22 school year, schools and districts will be returning to the existing requirements listed below. The following information is intended to serve as a reminder, and highlight of some of those existing standards that districts need to be aware of as the state transitions away from previous guidance. ODE is finalizing more detailed information about COVID-19 Recovery Services to be released no later than July 22, 2021.

Communicable Disease Management in School Settings

- Maintain a **communicable disease management plan** to describe measures put in place to limit the spread of COVID-19 within the school setting. ([OAR 581-022-2220](#))
- School administrators are required to **exclude staff and students from school** whom they have reason to suspect have been exposed to COVID-19. ([OAR 333-019-0010](#); [OAR 333-019-0010](#))
- School administrators should **plan for and maintain health care and space** that is appropriately supervised and adequately equipped for providing first aid, and **isolates** the sick or injured student. ([OAR 581-022-2220](#).)

Instruction, Attendance and Enrollment

- Districts must meet all standard **instructional time requirements in Division 22** ([OAR 581-022-0102\(30\)](#) and [OAR 581-022-2320](#)).

Districts must ensure that all instructional time, regardless of the program model, meets the definition of instructional time in [OAR 581-022-0102\(30\)](#) and is under the direction or supervision of a licensed or registered teacher, licensed CTE instructor, licensed practitioner, or appropriately assigned Educational Assistant.

During the 2020-21 school year, districts were allowed to include in the calculation of required instructional time of up to an additional 60 hours for staff professional development and up to an additional 60 hours for parent teacher communication to facilitate student learning, including parent teacher conferences, training, and support for distance learning. This flexibility **will not continue into 2021-22** in an effort to maximize time students are directly engaged in classroom learning. It is still appropriate to provide additional professional learning time and additional family engagement time, but not more than 30 hours of each may be counted as instructional time. ([OAR 581-022-2320\(6\)](#))

Instructional Materials

Districts that use digital content as core curriculum for a course of study or any part thereof must complete an independent adoption of the digital instructional materials. ([OAR 581-022-](#)

2350) If districts did not do this process last year, they will need to indicate this in their Division 22 reporting in fall 2021, and complete the process to resolve this non-compliance. Districts must provide their local school board with the information in sections 1 through 7 of [OAR 581-022-2350](#) to inform the local school board's review and independent adoption of instructional materials.

All adopted materials must comply with the most current National Instructional Materials Accessibility Standard specifications regarding accessible instructional materials. Adopted materials must provide equitable access to all learners, including Emergent Bilingual students, students identified as Talented and Gifted, and students who experience disability. ([OAR 581-022-2350](#); [581-022-2355](#); [581-015-2060](#))

State Assessments

School districts are responsible for having a plan for and administering the state assessments to its students as required by state and federal law. ([ORS 329.485](#); [OAR 581-022-2100](#))

Attendance and Enrollment

The 10-day drop rule will be reinstated and schools and districts must use the active and inactive roll as required under [OAR 581-023-0006\(4\)](#). For virtual schools, there is a requirement to provide notice of a student's withdrawal to the sponsoring district. ([ORS 338.120\(1\)\(n\)](#)) Students who may be gone for more than 10-days and return to school should be easily re-engaged and re-entered without a full re-enrollment process.

For On-Site Instructional Models, ODE's pre-pandemic attendance and reporting practices are unchanged. A "Day in session" means a scheduled day of instruction during which students are under the guidance and direction of teachers ([OAR 581-023-0006\(1\)\(f\)](#)) Session day requirements described in the cumulative ADM manual are unchanged; session days may not be claimed for weekends or holidays or any other day during which a licensed or registered teacher is not available to students. ([OAR 581-023-0006\(f\)](#); [ORS 336.010](#); [ORS 187.010](#))

For remote instructional models, schools and districts must take daily attendance. Attendance should be demonstrated in a set 24 hour window that the school establishes and communicates to families prior to the school year. The 24 hour window is not required to be from 12:00 a.m. to 11:59 p.m.

Attendance for all instructional models will be defined to include both participation in class activities and substantive interaction with a licensed or registered teacher during a school day or substantive interactions with educational assistants, paraprofessionals, and TAPP family advocates that support meaningful learning and/or attend to student mental health and well-being.

Substantive interactions can be evidenced by any of the following or reasonable equivalents:

- Active participation in a video class;

- A meaningful series of two-way communications between student and teacher via chat, text message, communication app or email;
- A sustained phone call between the teacher or educational assistants/paraprofessionals and the student, or, for younger students, with the parent or guardian of the student.

Schools have a foundational responsibility to notify parents and families of their student's attendance. **ORS 339.071** remains in place in both in-person and distance learning/online instruction to inform parents and families if a student is unexpectedly absent (not pre-excused) by the end of the school day to verify safety of the student. Schools should design systems for both in-person and distance learning that allow the end of the school day to fall at a reasonable time for this notification.

Planning Mental Health Supports

ODE's Integrated Model of Mental Health

ODE recognizes that mental health, which encompasses emotional, social, cognitive and behavioral functioning, is one of the cornerstones of public education, and central to building school cultures and climates where every student, and all who serve them, thrive.

Research has [convincingly shown](#) that children and teens do better in school when [student](#) and [school staff](#) mental health and well-being needs are being met. ODE's [Integrated Model of Mental Health](#), [Mental Health Toolkit](#) and [Mental Health website](#) were designed to assist districts, schools and ESDs in promoting the mental health and well-being of their school communities.

ODE's Model centers health and well-being in the confluence of four interconnected pillars of practice: 1) trauma informed care, 2) social emotional learning, 3) racial equity, and 4) strengths-based, culturally relevant prevention and intervention programs within a system of care.

Central to this effort is a commitment to focus on health rather than "fixing what is broken." This means recognizing the inherent strengths, agency, voice, courage and determination of individuals, families, and communities, and asking what strategies they use to thrive in the face of difficult challenges, and how we can celebrate that resilience. To that end, ODE strongly discourages the use of school or district wide mental health screenings, particularly where there may be insufficient services and supports to meet mental health service demands. Instead, we recommend assessing each student on an as-needed basis when questions or concerns regarding their well-being have been identified.

Prioritize Student and Staff Health and Well-being

- Devote several days of time and space at the beginning of the school year, and ample opportunities throughout the year for students and staff to connect and build relationships in and out of the classroom.
- Provide ample class time at the beginning of the school year, as well as ongoing time, space, and creative opportunities and outlets (art, music, movement/dance, creative writing, clubs and interest groups etc.) for students and staff to make sense of their experiences, and to process personal and professional stresses, emotions, trauma, and grief.
- Prioritize linking students and families with culturally responsive mental health services and supports.
- Foster peer/student led initiatives on social-emotional well-being and mental health.

School Safety and Prevention

Oregon's School Safety and Prevention System (SSPS) is designed to provide school districts with a multi-tiered system of supports ranging from curriculum-based universal prevention programs, to safety-based crisis interventions. These offerings include suicide prevention services, behavioral safety assessments, access to the SafeOregon Tip Line, and positive school culture and climate support that includes programs to prevent bullying, cyberbullying, harassment, and intimidation, and to promote mental health and well-being in school districts statewide.

All of these services and supports align with ODE's Integrated Model of Mental Health in that they are equity and racial equity-centered, trauma and SEL-informed, and strengths-centered.

- Create welcoming schools, recognizing that students, families and staff of color may not feel safe in school settings at this time.
- Recognize that the current culture of polarization may increase incidents of bullying, harassment, racism, victimization, and violence within schools.
- Contact your regional ESD School Safety and Prevention System (SSPS) Specialist for assistance with SSPS services or supports.

Access to Mental Health Services and Crisis Services

- Strengthen communication throughout communities and school networks via newsletters, district website, social media, etc.
- Ensure school community members have full information regarding available local services including contact information.
- Develop strong relationships, partnerships and contracts (as applicable) with local/county systems of care, coordinated care organizations (CCOs), SBHCs community-based mental health providers, community health workers and others to ensure access to a comprehensive array of culturally-responsive services for students and families.

Advisory Health and Safety Strategies

Everyone in our communities shares in the responsibility to keep our communities safe and healthy. In order to return to full-time, in-person instruction, this responsibility asks each person to both maintain their own health and take actions to protect the health of those with whom they interact. All staff need encouragement, training, support and clear guidelines to meet the health and safety expectations set out by the district, charter school, or private school.

KEY PRACTICES FOR REDUCING SPREAD OF COVID-19 IN SCHOOLS

The mainstays of reducing exposure to the coronavirus and other respiratory pathogens are:



Vaccination – The most powerful tool available to stop the spread of COVID-19.



Protective Equipment – Use of face coverings and barriers.



Cohorts – Conducting all activities in small groups that remain together over time with minimal mixing of groups.



Physical Distancing – At least three feet with other people.



Isolation & Quarantine – Isolation separates people who have a contagious disease from people who do not. Quarantine separates and restricts the movement of people who were exposed to a contagious disease.



Hand Hygiene – Frequent washing with soap and water or using hand sanitizer.



Airflow & Circulation – Outdoor activities are safer than indoor activities; maximize airflow in closed spaces.



Environmental Cleaning & Disinfection – Especially of high touch surfaces.

COVID-19 Vaccination

Getting vaccinated against COVID-19 is the best way to stop the pandemic, and return society to more typical functioning. Many communities are offering vaccination at school. Everyone age 12 and up is eligible for a free COVID-19 vaccine.

[CDC guidance](#) states that people who are [fully vaccinated](#) and do not have COVID-19 symptoms do not need to quarantine or get tested after an exposure to someone with COVID-19. This protects the student's access to in-person learning, sports and extracurricular activities. People are considered fully vaccinated 2 weeks after their second dose of the Pfizer-BioNTech or Moderna COVID-19 vaccines, or 2 weeks after the single-dose Johnson & Johnson's COVID-19 vaccine.

Under Oregon law, youth 15 years and older may give consent to receive medical treatment, including vaccinations, when provided by a physician, physician assistant, naturopath, nurse practitioner, dentist or optometrist, or other professionals operating under the license of these providers. Under OHA guidance, these COVID-19 vaccine registered providers may not require consent from a parent or guardian to vaccinate someone age 15, 16, or 17. With the exception of pharmacies, most locations where COVID-19 vaccinations are provided have oversight by a medical provider on this list.

Parental or guardian consent is required to vaccinate people 12-14 years old, but the parental or guardian consent requirement does not necessarily mean a parent or guardian must go with the youth to receive the vaccination. Written consent may be obtained in advance.

If you are interested in offering a COVID-19 vaccine clinic or event for your school, please contact your LPHA to discuss options for the kind of event you'd like to host.

OHA and ODE strongly advise schools and districts to offer vaccination clinics throughout the school year.

Physical Distancing

Many students, like adults, love to embrace, give high-fives, fist bumps, and receive positive adult attention. When students falter in adhering to the new operating procedures, center grace and patience and reteach the expectation. Refrain from implementing consequences that deny access to instruction as a result of these challenges. Schools and teams should continually provide instruction and positive reinforcement to help all students adapt to the changes in school facilities while ensuring punitive measures are not the methodology to remind, motivate and reinforce healthy practices.

OHA and ODE *strongly advise* that schools support and promote physical distancing as described below:

- Support physical distancing in all daily activities and instruction, maintaining at least 3 feet between students to the extent possible. Maintaining physical distancing should not preclude return to full-time, in-person instruction for all students.
- When it is not possible to maintain a physical distance of at least 3 feet, it is especially important to layer multiple other prevention strategies, such as wearing face coverings.
- Consider physical distancing requirements when setting up learning and other spaces, arranging spaces and groups to allow and encourage at least 3 feet of physical distance.
- Minimize time standing in lines and take steps to ensure that required distance between students is maintained, including marking spacing on floor, one-way traffic flow in constrained spaces, etc.

Cohorting

Cohorting is a significant strategy to reduce COVID-19 spread. Cohorting refers to establishing a consistent group of students that stays together for a significant portion of the school day.

OHA and ODE *strongly advise* that schools design cohorts for students to the extent possible.

Cohorts help manage risks in the potential spread of COVID-19. In particular, the size of the cohort matters for risk management. Student cohorting: (1) limits the number of exposed people when a COVID-19 case is identified in the school, (2) quickly identifies exposed individuals when a COVID-19 case is identified, (3) minimizes the number of people who may need to be quarantined as well as school-wide disruptions in student learning.

In alignment with recommendations from the CDC, the following exception from quarantine is effective in the K–12 indoor classroom setting: students who were within 3 or more feet of an infected student (laboratory-confirmed or a clinically compatible illness) where both students were engaged in consistent and correct use of well-fitting face coverings; and other K–12 school prevention strategies (such as universal and correct face covering use, physical distancing, increased ventilation) were in place in the K–12 school setting. This exception does not apply to teachers, staff, or other adults in the indoor classroom setting.

An exposure is defined as a [susceptible](#) individual, who has close contact for longer than 15 cumulative minutes in a day with a person who has COVID-19. Schools should work with their LPHAs to establish who was exposed, and follow the LPHA’s determination of what is an exposure. If a student or staff member is diagnosed with COVID-19, then the LPHA should be consulted to review the situation. **If a school cannot confirm that 6 feet of distancing was consistently maintained or 3 foot distancing with consistent mask use was maintained during the school day, then each person the confirmed case was in contact with will need to quarantine** – this could include all members of a stable cohort.

Students should not be placed into full-time cohort groups based on any demographic or disability criteria (e.g., students with complex medical needs, students with IEPs, students receiving language services, etc.). Schools should consider creating small groups within cohorts around skills and instructional needs. For example, a small instructional math group can be organized that is diverse by demographics, any disability criteria, speech/language services, or English language development.

Ventilation and Airflow

Ventilation is a primary tool to reduce viral spread indoors and promote a healthy learning environment. Indoor air spaces need special consideration because of potential COVID-19 transmission from the buildup in air of smaller particles and aerosols that are generated from

breathing, talking, laughing, shouting, singing, coughing, and sneezing. While a properly fitting face covering or mask can limit the release of most respiratory droplets and aerosols, smaller particles or aerosols that pass through can remain airborne for minutes to hours, depending on ventilation, humidity, and other factors.

ODE and OHA *strongly advise* schools to ensure [effective ventilation](#) and improve the indoor air quality in schools by:

1. Increasing the amount of fresh outside air that is introduced into the system;
2. Exhausting air from indoors to the outdoors; and
3. Cleaning the air that is recirculated indoors with effective filtration methods (e.g., HEPA filters) to remove virus-containing particles from the air.

Poor ventilation of indoor settings, particularly those with larger numbers of people, significantly increases transmission risk of COVID-19.

All ventilation strategies should include safety and health precautions including restricting the amount a window is open, putting screens in windows and covers on fans, and adjusting the thermostat to maintain a comfortable temperature.

In addition, improved indoor air quality is associated with better student and staff attendance, engagement, and well-being, as well as other health outcomes, including reduced asthma and allergies. Optimization of school indoor air quality can provide benefits extending beyond mitigating communicable disease transmission. [CDC Guidance on Ventilation in schools](#).

Ventilation

- Increase outdoor ventilation of clean air into indoor spaces. Open windows and doors unless doing so creates a health or safety risk. Consider conducting some activities, meals, and classes outside when reasonable.
- Use fans to help move indoor air out open windows.
 - Consider placing a fan securely in a window to efficiently move air from the indoors to the outdoors.
 - Do not place fans so that air is moved directly from one person toward others.
- If a window air conditioner is installed, operate it to increase outdoor air intake. Ensure the vent is open if outdoor air quality is good.
- Always operate restroom exhaust fans when the building is occupied.
- Operate and maintain local exhaust ventilation systems in kitchens or cooking areas when these spaces are occupied. Consider operating local exhaust ventilation even when these spaces are not occupied to supplement ventilation for the building when other areas are occupied.
- If there will be changes in occupancy throughout the day, allow for breaks in between groups when possible so that the space can be “flushed” to remove pathogens in the air. Flushing can be best achieved by providing outdoor air (or equivalent clean air) by

mechanical means, such as the fan in the HVAC system or a fan in an open window. Providing equivalent outdoor air can be done with a HEPA air cleaner. Open doors and windows when possible.

- Aim for fewer people in larger rooms if feasible. This will allow more distance between people and more space for air movement and dilution.

Air Purifiers to Improve Indoor Air Quality

One or more air filtering devices equipped with a HEPA filter can be used indoors. These would trap most particles they encounter. This would reduce exposure to viruses and other airborne microbes.

- Use portable HEPA filtering devices to supplement HVAC systems or in places where there is no HVAC system. This is especially valuable for higher risk areas such as a nurse's office or areas frequently occupied by persons with higher likelihood of COVID-19 and/or increased risk of getting COVID-19. Carefully locate air cleaning devices so the intake is unobstructed and the exhaust can move air as far away as possible before it is drawn into any HVAC system in the space.
 - The American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) has issued the following resource: [In-Room Air Cleaner Guidance for Reducing Covid-19 In Air In Your Space/Room](#)
 - The Association of Home Appliance Manufacturers (AHAM) provides a list of [Certified Room Air Cleaners](#). Check the clean air delivery rate (CADR) to see if it is suitable for the area of the room you are trying to clean.
 - Avoid air cleaners that generate ozone or use devices that have been certified by the California Air Resources Board (CARB): [List of CARB-Certified Air Cleaning Devices](#)
 - Unless air mixing patterns have been determined in an indoor space, place the cleaner in the center of the room/space or close to a person who might be talking rather than listening (e.g., a teacher in a classroom).

Heating, Ventilation, and Air Conditioning (HVAC) Systems

- Ensure HVAC systems operate properly and provide acceptable indoor air quality for the current occupancy level for each space. [ASHRAE Standard 62.1](#) "specifies both minimum and recommended outdoor airflow rates to obtain acceptable indoor air quality for a variety of indoor spaces." Use the services of HVAC professionals to achieve the best performance from the existing HVAC system.
- Increase air filtration in HVAC systems to MERV 13 or better. Otherwise, aim for the highest possible rating that the system allows. HVAC professionals can help evaluate the potential to increase filtering efficiency. Additional steps include:
 - Inspecting filter housing and racks to ensure good fit of filters.
 - Ensuring air cannot flow around the filter and sealing gaps between filters and housing.
 - Replacing filters as recommended by manufacturer.

- Turn off any demand-controlled ventilation (DCV) that reduces air supply based on occupancy or temperature during occupied hours. Set the fan to the “on” position instead of “auto,” which will operate the fan continuously, even when heating or air-conditioning is not required.

For additional resources, see [OHA’s guidance on indoor air considerations for COVID-19](#).

Handwashing *and* Respiratory Etiquette

Regular handwashing is one of the best ways to remove germs, avoid getting sick, and prevent the spread of germs to others. Washing hands can keep you healthy and prevent the spread of respiratory and diarrheal infections from one person to the next.

OHA and ODE *strongly advise* that schools create protocols and systems to ensure access to soap, water and alcohol-based hand sanitizer with at least 60% alcohol at the key times named below and that schools prioritize handwashing with soap and water after students or staff use the restroom.

Germs can spread from other people or surfaces when you:

- Touch your eyes, nose, and mouth with unwashed hands.
- Prepare or eat food and drinks with unwashed hands.
- Touch a contaminated surface or objects.
- Blow your nose, cough, or sneeze into hands and then touch other people’s hands or common objects.

You can help your school and community stay healthy by ensuring that students and staff have access to soap, water and alcohol-based hand sanitizer with 60-96% alcohol and are encouraged and reminded to use these items. There are key times when you are likely to get and spread germs, and handwashing after these times is essential:

- Before, during, and after preparing food.
- Before and after eating food.
- Before and after caring for someone at home who is sick with COVID-19 symptoms, vomiting or diarrhea.
- Before and after treating a cut or wound.
- After using the toilet.
- After changing diapers or cleaning up a child who has used the toilet.
- After blowing your nose, coughing, or sneezing.
- After touching an animal, animal feed, or animal waste.
- After handling pet food or pet treats.
- After touching garbage.

All people on campus should be advised and encouraged to frequently wash their hands or use hand sanitizer. Remind students with signage and regular verbal reminders from staff of the critical nature of hand hygiene.

Remind students (with signage and regular verbal reminders from staff) of the importance of respiratory etiquette. Respiratory etiquette means covering coughs and sneezes with an elbow or a tissue. Tissues should be disposed of in a garbage can, then hands washed or sanitized immediately.

OHA Sponsored COVID-19 Testing in Schools

OHA and ODE strongly advise that schools implement COVID-19 testing.

OHA offers two types of testing programs for schools: diagnostic and screening. By identifying infections early, testing helps keep COVID-19 transmission low and students in school for in-person learning, sports, and extracurricular activities. Both programs are available to all schools, and students and staff opt in to participate in testing.

Diagnostic testing is the testing of students or staff who develop symptoms at school or are exposed to COVID-19 at school. This [testing program](#) was rolled out in January 2021 and more than 90% of K-12 schools have registered. For some students, this COVID-19 testing in K-12 schools may represent their only access to a COVID-19 test and the importance of this access cannot be overstated. This testing may be used to shorten the length of quarantine for exposed individuals who test negative if this is recommended by the local public health authority.

Screening testing is the testing of students or staff who do not have symptoms of, or exposure to, COVID-19. Screening testing targets unvaccinated students and staff, but enrollment is open to anyone and vaccination status is not verified. OHA offers separate screening testing programs for students and staff. Staff screening testing is offered through an at-home testing program. Staff participation is confidential. K-12 staff interested in screening may [enroll using this form](#). Student screening testing is offered through partnership with several laboratories across Oregon. Interested schools may [learn more in this OHA resource](#).

Public Health Communication and Training for School Staff

OHA and ODE *strongly advise* that school districts, charter schools, and private schools develop plans for communicating health and safety protocols to students, families and communities. Protocols may differ from school-to-school. A strong communication plan that includes protocols for communicating potential COVID-19 cases to the school community and other stakeholders is critical. Provide clarity and supporting materials for communication to community members (in their preferred language) about the specific health and safety protocols in place at the school, and why these might differ from those of nearby schools or be different across school districts.

To support these efforts, ODE developed a [communications toolkit](#) to equip school and district leaders with tools they can use to initiate conversations and communication with staff, students, families, the media and the broader school community.

OHA and ODE *strongly advise* that school districts, charter schools, and private schools develop plans for training all staff in their health and safety protocols and jointly develop lesson plans for instruction to students.

Consider forming a school committee to oversee the implementation of the health and safety protocols that is inclusive of represented and unrepresented staff. Ensure that all staff have a safe place to bring implementation questions and suggestions forward.

Communicable Disease Management Plan for COVID-19 Required by OAR 581-022-2220

FERPA allows schools to share personally identifiable information with local public health authorities (LPHAs) without consent when needed to respond to a health emergency. Schools should work with their local public health authority to ensure they are able to effectively respond to and control outbreaks through sharing of information, even without parental consent, when appropriate. Consult with district legal counsel for more clarification.

The communicable disease management plan exists to describe measures put in place to limit the spread of COVID-19 within the school setting.

Communicable disease management plans are required by [OAR 581-022-2220](#).

OHA and ODE strongly advise school districts to develop their communicable disease management plan with involvement of teachers, staff, school health professionals including school nurses, parents and guardians and other community partners (for example, health centers). The [Whole School, Whole Community, Whole Child model](#) may be helpful to outline communicable disease management plan components, including policies and protocols.

OHA and ODE *strongly advise* that school communicable disease management plans ([template](#) available) include the following sections and information specific to COVID-19 control measures:

- Conduct a risk assessment as required by OSHA administrative rule [OAR 437-001-0744\(3\)\(g\)](#). OSHA has developed a risk assessment template.
- Update the written communicable disease management plan to specifically address prevention of the spread of COVID-19. Examples are located in the Oregon School Nurses Association (OSNA) COVID-19 Toolkit.
 - Review OSHA requirements for infection control plans to ensure that all required elements are covered by your communicable disease management plan,

including making the plan available to employees at their workplace.
Requirements are listed in OSHA administrative rule [OAR 437-001-0744\(3\)\(h\)](#).
OSHA has developed a sample infection control plan.

- Designate a single point-person at each school to establish, implement, support and enforce COVID-19 health and safety measures. This role should be known to all staff in the building with consistent ways for licensed and classified staff to access and voice concerns or needs.
- Include names of the LPHA staff, school nurses, and other medical experts who provided support and resources to the district/school policies and plans. Review relevant local, state, and national evidence to inform the plan.
- A system for maintaining daily logs for each student/cohort for the purposes of contact tracing. This system needs to be made in consultation with a school/district nurse or an LPHA official. Sample logs are available as a part of the Oregon School Nurses Association COVID-19 Toolkit.
- Protocol to notify and provide logs to the local public health authority (LPHA Directory by County) of any confirmed COVID-19 cases among students or staff, or when notified of a confirmed COVID-19 case among students or staff. Process to report to the LPHA any cluster of any illness among staff or students. Protocol to cooperate with the LPHA recommendations related to COVID-19 health protections and quarantine timelines.
 - Protocol to isolate any ill or exposed persons from physical contact with others. Required by [OAR 581-022-2220](#).
 - Process to ensure that all itinerant and all district staff (maintenance, administrative, delivery, nutrition, and any other staff) who move between buildings keep a log or calendar with a running four-week history of their time in each school building and who they were in contact with at each site.
- Document policy or protocol differences for people who are fully vaccinated for COVID-19 versus those who are not fully vaccinated. The [Oregon Bureau of Labor and Industries](#) is a resource for employers on verification of COVID-19 vaccine status.

Additional information on communicable disease management in schools is available in [Communicable Disease Guidance for Schools](#).

Isolation & Quarantine Protocols Required by OAR 581-022-2220 and Response to Outbreak

Definitions:

- **Isolation** separates people who have a contagious disease from people who are not sick.
- **Quarantine** separates and restricts the movement of people who were exposed to a contagious disease and could become infectious themselves to limit further spread of the disease.

- Health care and a designated space that is appropriately supervised and adequately equipped for providing first aid and isolating the sick or injured child are **required by [OAR 581-022-2220](#)**.

Isolation and quarantine are core components under the authority of public health (LPHAs and OHA) as described in **ORS 431A.010, 433.004, 433.441, and 433.443**. Schools and districts must cooperate with any LPHA investigations and requirements to protect the public health. LPHAs follow statewide [Investigative Guidelines for COVID-19](#) and other diseases.

OHA and ODE *strongly advise* that isolation and quarantine protocols include the following:

- Exclusion and isolation protocols for sick students and staff identified at the time of arrival or during the school day. See the [COVID-19 Exclusion Summary Guide](#).
- Offer free, on-site COVID-19 testing to students and staff with COVID-19 symptoms or exposure via OHA's K-12 school [testing program](#).
- Protocols for safely transporting anyone who is sick to their home or to a healthcare facility.
- Adherence to school exclusion processes as laid out in [Communicable Disease Guidance for Schools](#).
- Involvement of school nurses, School Based Health Centers, or staff with related experience (occupational or physical therapists) in development of protocols and assessment of symptoms (where staffing exists).
- Recording and monitoring the students and staff being isolated or sent home for the LPHA review.

OHA and ODE *strongly advise* that Response to Outbreak protocols include the following:

- Reviewing and using the "[Planning for COVID-19 Scenarios in Schools](#)" toolkit.
- Coordination with local public health authority (LPHA) to establish communication channels related to current transmission level.
- Means by which school will ensure continuous education services for students and supports for staff.
- Means by which school will continue to provide meals for students.
- Cleaning surfaces (e.g. door handles, sink handles, drinking fountains, transport vehicles) following [CDC guidance](#).

If you have any questions about the Resiliency Framework, please email the ODE COVID-19 inbox at ODECOVID19@ode.state.or.us.

Where to Go for More Information

[Oregon School Nurse Association COVID-19 Toolkit](#)

The [Centers for Disease Control and Prevention](#) has additional information on:

- [School workers](#)
- [Nutrition and food service](#)
- [Sports and other Extracurricular activities](#)
- [Visitors](#)
- [Recess and Physical Education](#)

For **reference purposes only**, the Ready Schools, Safe Learners Guidance version 7.5.2 and many additional documents remain on the [ODE website](#).



Brookings-Harbor School District

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August 2021 Board Report Food Services

Summer by the numbers

(As of Aug 12, 2021 - Program still in progress)

- **2458** snack packs distributed by the BOB so far
- In the month of July, BHHS meal site served **2081** breakfasts and **2318** lunches.

The Brookings-Harbor School District 2021 Summer Food Program began Monday, June 14 and will conclude on August 19. The program provided healthy “grab-and-go” breakfasts and lunches to children, age 18 and younger, at no cost, Mondays to Thursdays, at the Brookings-Harbor High School cafeteria entrance. This vital program served free meals to students enrolled in summer school programs, as well as to walk-ins daily. Youth do not need to be enrolled in BHSD17 to participate or receive food.

We also partnered again with the Brookings Harbor Community Helpers Emergency Food Bank to utilize the district’s “Bites of Brookings” or “BOB” Bus to distribute Snack Packs every Monday and Thursday. The bus made 9 regular stops with the first and final stops at the Brookings Swimming Pool and Azalea Park becoming the largest and most popular. We appreciate all the businesses and organizations that provide a safe place for the BOB to park and distribute food such as Fireside Grill, Kemp Auto, Del Cur Supply, Harbor Fire Station and the library.

Chetco Community Public Library provided activity bags on six different occasions this summer to the meal site and BOB. The activity bags included free books, STEM, craft, and literacy materials.

We are looking forward to serving meals in the cafeterias and classrooms again this fall. All students district-wide will receive free meals this fall under the District’s final year of Provision 2 qualification and the pandemic-related extensions to Free Summer Meal program rules. Food service will be assisting in providing meals for in-service week including new staff breakfast and lunch and an all-staff outdoor event on August 31 to kick-off the school year.

Cindy Badger, Food Service Director



Maintenance Department

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To: *Brookings Harbor 17C School Board*

Re: *Maintenance Report August, 2021*

Project-New Lockers BHHS Boy's locker room. Addressed line of site supervision and distancing needs. Improves student safety and ability to supervise locker room. Status-Nearly Complete

Project-Lock rekeying and adding of electronic keypads to exterior doors. SIA funded project. Improves student and staff safety as well as access control. Status-Nearly Complete

Project-HVAC Upgrades (80 units). Replaces all old window AC and wall heat units. Split units have air and virus filtering. Improves student safety staff with better air quality for both smoke and virus reduction. Also should significantly reduce power consumption. Status-Nearly Complete

Project-Fencing high school parking lot area, front section BHHS, safety upgrade to softball fence (increased height), remove stadium turnstile and replace with electronic gate, replace driveway gate between Azalea and BHHS) SIA Funded project. Improves student and staff safety and access control to campus and fields for events. Status-Nearly complete

Project-Bathroom ADA remodel BHHS. Remodels BHHS bathrooms to be ADA compliant. SIA funded project. Improves access to bathroom facilities for all students and staff at BHHS. Status-In progress, on track to complete by start of school.

Project-Bird netting installed in K-School shelters and eaves at all three schools. Prevents birds from nesting in covered areas. Improves student and staff health by reducing bird droppings in shelters and covered areas. Status-Completed

BROOKINGS HARBOR SCHOOL DISTRICT 17C
Revenue and Expenditure Summary/Projection (Unaudited)
Fiscal Year 2021-2022

7/31/2021	Actual	1st Quarter	1st Quarter	Last Year	2nd Quarter	2nd Quarter	Last Year	3rd Quarter	3rd Quarter	Last Year	4th Quarter	4th Quarter	Last Year	Projected	2021-22	Projected YTD
	July	Projected YTD	% of Budget	% of Budget	Projected YTD	% of Budget	% of Budget	Projected YTD	% of Budget	% of Budget	Projected YTD	as % of Budget	% of Budget	YTD Total	Budget	as % of Budget
REVENUES																
*Property Taxes	0	23,521	0.4%	0.4%	5,650,492	91.8%	91.8%	419,517	98.6%	98.6%	320,433	103.8%	102.9%	6,413,963	6,180,000	103.8%
Other Local	0	12,906	5.6%	7.6%	52,062	28.1%	30.1%	12,314	33.4%	35.4%	106,660	79.5%	40.4%	183,942	231,469	79.5%
*Intermediate Sources (Cnty Sch Fund)	0	136,000	100.0%	104.7%	0	100.0%	104.7%	0	100.0%	104.7%	0	100.0%	104.7%	136,000	136,000	100.0%
ESD Flow-Thru	0	0	0.0%	0.0%	0	0.0%	0.0%	0	0.0%	0.0%	515,644	100.0%	84.4%	515,644	515,644	100.0%
*State School Fund	1,399,052	2,777,647	33.3%	33.1%	2,067,893	58.1%	57.9%	2,067,893	82.9%	82.6%	1,378,595	99.5%	99.8%	8,292,028	8,335,420	99.5%
*State Srcs (St Timber, Common Sch Fund)	0	0	0.0%	0.0%	0	0.0%	0.0%	73,529	50.0%	44.8%	65,883	94.8%	89.6%	139,412	147,058	94.8%
*Federal Forest fees	0	0	0.0%	0.0%	0	0.0%	0.0%	0	0.0%	0.0%	265,000	100.0%	147.5%	265,000	265,000	100.0%
Interfund Transfer	0	225,000	100.0%	100.0%	0	100.0%	100.0%	0	100.0%	100.0%	0	100.0%	100.0%	225,000	225,000	100.0%
Beginning fund balance	2,228,038	2,228,038	100.0%	95.2%	0	100.0%	95.2%	0	100.0%	95.2%	0	100.0%	95.2%	2,228,038	2,228,038	100.0%
Total Period Revenues	3,627,090	5,415,273			7,770,446			2,576,664			2,652,216			18,399,027		
Cumulative Revenues	3,627,090	5,415,273	29.7%	27.5%	13,185,720	72.2%	69.8%	15,762,384	86.3%	85.0%	18,414,600	100.8%	99.9%	18,399,027	18,263,629	100.7%
*Offset State Revenue Formula																

EXPENDITURES by Object

Salaries	193,619	1,035,447	12.9%	12.6%	1,954,044	37.2%	36.8%	1,994,306	62.0%	61.7%	2,717,582	95.9%	95.4%	7,701,380	8,033,102	95.9%
Employee Benefits	84,958	460,278	11.3%	11.1%	923,578	34.1%	33.9%	940,816	57.3%	57.1%	1,330,979	90.1%	90.6%	3,655,651	4,057,863	90.1%
Purchased Services	132,665	265,417	16.2%	14.1%	169,261	26.4%	35.9%	256,182	42.0%	54.3%	306,131	60.7%	72.9%	996,992	1,643,437	60.7%
Supplies/Materials	19,558	232,843	34.7%	40.8%	127,101	53.6%	52.0%	89,187	66.9%	56.8%	92,727	80.8%	64.0%	541,858	670,943	80.8%
Other Objects	239,385	456,585	31.3%	16.6%	234,976	47.4%	32.8%	324,000	69.7%	33.3%	324,000	91.9%	34.0%	1,339,561	1,457,631	91.9%
Transfers	0	963,000	100.0%	100.0%	0	100.0%	100.0%	0	100.0%	100.0%	0	100.0%	100.0%	963,000	963,000	100.0%
Contingency & Reserves	0	0	0.0%	0.0%	0	0.0%	0.0%	0	0.0%	0.0%	1,437,653	100.0%	100.0%	1,437,653	1,437,653	100.0%
Total Period Expenditures	670,185	3,413,571			3,408,959			3,604,491	57.1%	54.9%	6,209,073	91.1%	88.0%	16,636,094	18,263,629	91.1%
Cumulative Expenditures	670,185	3,413,571	18.7%	16.4%	6,822,531	37.4%	36.3%	10,427,021			16,636,094					
Month-end Fund Balance	2,956,905	2,001,702			6,363,189			5,335,362			1,778,505			1,762,933	0	

Informational only:

EXPENDITURES by Function

Instruction	13,794	571,698	7.8%	8.4%	1,709,004	31.0%	31.6%	1,761,295	54.9%	51.6%	2,657,948	91.0%	84.4%	6,699,945	7,359,544	91.0%
Supporting Services	655,652	1,888,682	25.8%	21.8%	1,560,024	47.1%	43.1%	1,636,124	69.5%	65.2%	1,814,674	94.3%	89.3%	6,899,505	7,314,751	94.3%
Other Uses	739	953,189	44.3%	99.0%	139,931	50.8%	99.4%	207,072	60.4%	99.7%	298,797	74.3%	100.0%	1,598,989	2,151,681	74.3%
Contingency & Reserves	0	0	0.0%	0.0%	0	0.0%	0.0%	0	0.0%	0.0%	1,437,653	100.0%	100.0%	1,437,653	1,437,653	100.0%
Total Period Expenditures	670,185	3,413,570	18.7%	16.4%	3,408,959	37.4%	36.3%	3,604,490	57.1%	54.9%	6,209,072	91.1%	88.0%	16,636,092	18,263,629	91.1%

English Learners in Oregon

Annual Report 2019-20

June 2021



Table of Contents

Acknowledgements	3
Executive Summary	4
English Learners in Oregon’s K-12 schools.....	4
Participation in targeted programs.....	5
Progress towards English Language Proficiency	5
Student Academic Outcomes in English Language Arts and Mathematics	5
Attendance.....	5
Graduation	6
Post-secondary enrollment.....	6
Instructional Programming for Current English Learners	6
District revenues and expenditures	6
Introduction.....	7
Why this report?	7
Structure of this report	8
Section 1: Demographics of English Learners in Oregon in 2019-20	9
Current and Former English Learners	9
Characteristics of current English Learners in Oregon	10
The majority of current English Learners were in the elementary grades.	10
English Learner enrollment was not uniform across Oregon districts.....	11
The number of recent arrivers increased in 2019-20 after declines since 2016-17.	12
In 2019-20, 866 current English learners had experienced interruptions in their education.	14
Current English learners across the state spoke 160 unique home languages.	15
The vast majority of current English learners were Latina/o/x.	17
Section 2: Participation in Targeted Programs.....	18
Free or Reduced Price Meals	18
Special Education	18
Ever English learners and never English learners received special education services and supports at about the same rate.	19
The percentage of current English learners receiving special education increased in 2019-20.....	19
Migrant Education	20

Almost 14 percent of current English learners received services from Migrant Education Programs in 2019-20.	20
Talented and Gifted	21
Current English Learners were rarely eligible for TAG Programs.	21
Section 3: Language Development and Academic Outcomes for English Learners	23
Progress towards English Language Proficiency	23
Long-term current English learners made up 22.7 percent of all current English learners.....	23
A little more than 20 percent of current English learners receiving special education services and supports developed English language proficiency in five years.	23
Student Academic Outcomes in Language Arts and Mathematics.....	24
Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond .25	
Attendance	25
On-Track to Graduate	25
Four-Year Graduation	25
Former English learners graduated at rates similar to or better than never English learners; however, substantially fewer current English learners graduated in four years.....	25
Oregon State Seal of Biliteracy	26
In 2019-20, the majority of students who earned the Seal of Biliteracy were never English learners.	27
Students earned the Seal of Biliteracy for their knowledge of 20 different partner languages; however, Spanish was the most common partner language.	28
Eleven districts had 50 or more students earning the Seal of Biliteracy.	28
Post-Secondary Enrollment	29
Never English learners were more likely to enroll in post-secondary education institutions than current English learners; however, former English learners had comparable post-secondary enrollment rates as never English learners.....	29
Section 5: Instructional Programming for Current English Learners.....	30
Most current English learners received English language instruction, supports, and services in sheltered instruction programs.	31
Section 6: State Revenues and Expenditures for Current English Learners	32
References.....	34

Acknowledgements

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Executive Summary

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report's intention is to describe the population of English Learners in Oregon and provide a summary of district and state progress towards meeting their needs and objectives. This report is also available on the [ODE website](#). Any member of the public can contact the Government Relations and External Affairs Director to request a copy of this report.

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an English language development (ELD) program as English learners. While these students are learning English in an ELD program, the English learner label only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (Garcia, 2009). Thus, although this report will use the English Learner label in order to comply with ORS 327.016, we believe these students are multilingual and acknowledge that their linguistic and cultural heritage matters.

The ODE annually reports four groups of English learners: current, former, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the 2019-20 school year¹. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2019-20 school year. Ever English learners are the combination of both current and former English learners. Finally, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2019-20 school year.

English Learners in Oregon's K-12 schools

As of May 1, 2020, 578,115 students enrolled in Oregon public schools and districts. Among those students, 9.3 percent were current English learners (53,488 students), 8.7 percent were former English learners (50,480 students), and 82.0 percent were never English learners (474,147 students). Both current and former English learners (i.e., ever English learners and 18.0 percent of students) were an incredibly diverse student population in 2019-20. These students brought a rich linguistic and cultural heritage to their classrooms, schools, and communities.

The distribution of current English learners were not similar across grade levels, schools, or districts in Oregon during the 2019-20 school year. The district with the highest percentage of current English learners was Woodburn School District with 34.6 percent of its student population learning English in an ELD program as of May 1, 2020. On the other hand, more than 70 percent of Oregon districts either had no current English learners or very few (i.e., less than 5 percent of all students).

Other key features of the English learner student population in the 2019-20 school year include the following:

¹ Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

English Learners in Oregon

- In 2019-20, the majority of current English learners were in elementary grades (while the majority of former English learners were in high school grades).
- The number of recently arrived current English learners (i.e., new immigrant students) increased slightly in 2019-20 after declining the previous two years.
- Spanish was the predominant home language of current English learners (spoken by 75.4 percent), but overall there were 160 unique home languages spoken by current English learners.
- Approximately 75.6 percent of current English learners were Latino/a/x, and 28 percent of Latino/a/x students were current English learners. Nearly the same percentage of Native Hawaiian/Pacific Islander students (25.8 percent) were current English learners.

Participation in targeted programs

The report also examines the involvement of English learners in targeted federal and state programs: free or reduced price meals, special education, migrant education, and the talented and gifted (TAG) program.

Key findings include the following:

- A higher percentage of both current and former English learners were eligible for free or reduced price meals as compared to students who were never English Learners.
- A higher percentage of current English learners received special education services and supports as compared to never English learners; however, ever English learners and never English learners had similar percentages of students receiving special education services and supports.
- Almost 13.5 percent of current English learners received services in migrant education programs.
- While across Oregon 7.6 percent of never English learners participated in TAG programs, this figure was 6.0 percent for former English learners and just 0.4 percent for current English learners.

Progress towards English Language Proficiency

Data representing the progress current English learners are making towards achieving English language proficiency were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of statewide summative assessments and data collections that support the calculation of this measure at the district and state levels).

Student Academic Outcomes in English Language Arts and Mathematics

Data representing the language arts and mathematics achievement of current, former, ever, and never English learners were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of statewide summative assessments and data collections that support the calculation of this measure at the district and state levels).

Attendance

Data representing the percentage of current, former, ever, and never English learners who regularly attend school were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

Graduation

Data representing the percentage of current, former, ever, and never English learners who were on track to graduate in ninth grade were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

Former English learners graduated at rates similar to or better than never English learners; however, substantially fewer current English learners graduated in four years.

Post-secondary enrollment

Post-secondary enrollment rates for former English learners were very similar to those of never English learners; in both cases, about 62.0 percent of high school graduates enroll in college within 16 months of graduation. On the other hand, current English learners were less likely to enroll in post-secondary education institutions. About 42.0 percent of current English learners went on to college within 16 months of high school graduation.

Instructional Programming for Current English Learners

Program models are different ways that current English learners can receive instruction that helps them develop their English language proficiency and learn grade-level content. About 19.2 percent of current English learners participated in bilingual or dual-language programs in 2019-20. Most current English learners (75.2 percent) participated in sheltered instruction programs.

District revenues and expenditures

As in reports from previous years, this report summarizes the ratio of expenditures to revenues. In 2019-20, that ratio was 0.98, slightly less than it was in 2018-19.

Introduction

In 2019-20, students who received English language instruction, supports, and services in an English language development (ELD) program as well as students who exited the ELD program prior to the 2019-20 school year made up 18.0 percent of all students in Oregon public schools and districts (as of the first school day in May 2020). They form a vital part of our student communities and bring a variety of cultural and linguistic assets that enrich our schools and districts. This report describes this diverse population of students, examines their academic progress and achievement, and summarizes information about key aspects of the education they receive in our state.

Why this report?

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report's intention is to describe the population of English Learners in Oregon and provide a summary of district and state progress towards meeting their needs and objectives in ELD programs. ORS 327.016 requires ODE to include the following information in the annual report:

- English learner student demographics.
- Length of participation in ELD programs.
- Participation in special education and related services.
- Other information identified by the ODE.

In addition, the annual report must include the following financial information:

- Allocations to each school district from the State School Fund for students enrolled in ELD programs.
- The extent to which districts expend these allocations for students enrolled in ELD programs.
- The categories of expenditures for ELD program funding.

Each annual report looks back at the prior school year, which for this year is the 2019-20 school year. This report will be available on the ODE website, submitted to House and Senate Education Committees, and provided to district school boards. State law requires the report to be available to the public at the district's main office and on the district's website.

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an ELD program as English learners. While these students are learning English in an ELD program, the English learner label only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (Garcia, 2009). Thus, although this report will use the English Learner label in order to comply with ORS 327.016, we believe these students are multilingual and acknowledge that their linguistic and cultural heritage matters.

The ODE annually reports four groups of English learners: current, former, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the

2019-20 school year². Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2019-20 school year. Ever English learners are the combination of both current and former English learners. Finally, never English learners are monolingual or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2019-20 school year.

Structure of this report

This report consists of six sections:

Section 1: Demographics of English Learners

Section 2: Participation in Targeted Programs

Section 3: Language Development and Academic Achievement

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

Section 5: Instructional Programming for Current English Learners

Section 6: State Revenues and Expenditures for English Learners

Several aspects of this year's report differ from the reports the ODE issued in previous years. For example, where appropriate, this report provides comparisons to never English learners (i.e., students not eligible to receive services from an ELD program). Furthermore, in addition to describing statewide patterns, in some cases the report indicates which districts serve high percentages of certain types of students (e.g., students participating in migrant education programs).

² Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

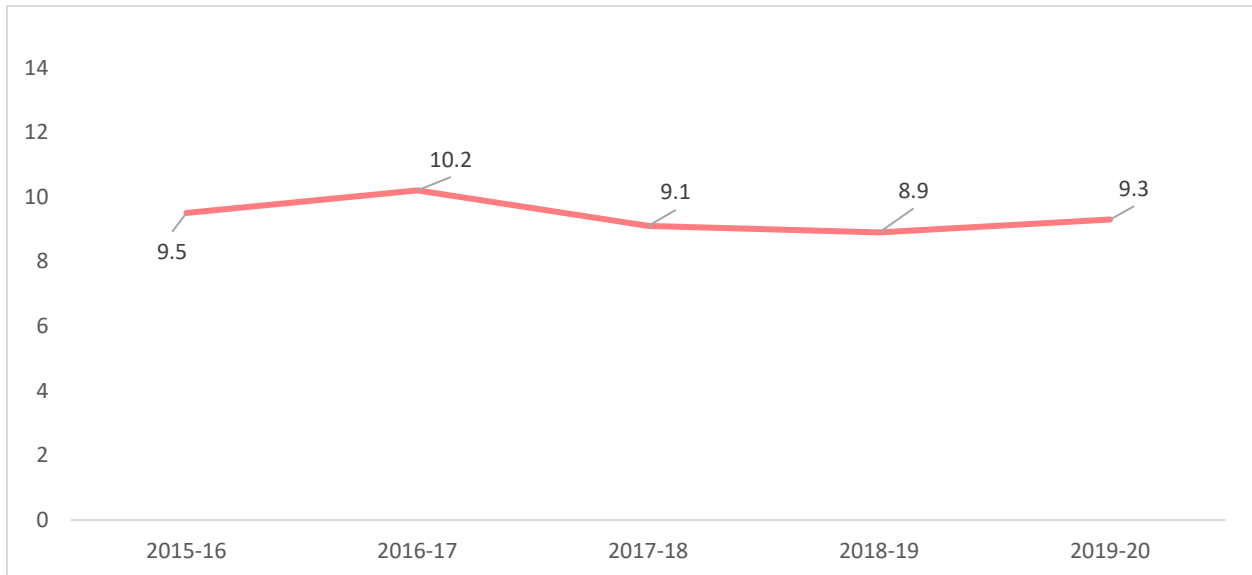
Section 1: Demographics of English Learners in Oregon in 2019-20

As of May 1, 2020, 578,115 students enrolled in Oregon public schools and districts. Among those students, 9.3 percent were current English learners (53,488 students), 8.7 percent were former English learners (50,480 students), and 82.0 percent were never English learners (474,147 students). Both current and former English learners were an incredibly diverse student population in 2019-20 (representing 18.0 percent of all students). These students brought a rich linguistic and cultural heritage to their classrooms, schools, and communities. This section summarizes the demographics of Oregon’s English learner population, considering grade levels, interruptions in formal education among newcomer immigrant students, and racial, ethnic, and linguistic diversity.

Current and Former English Learners

Current English Learners are multilingual students who are learning English in an ELD program during the school year³. They receive English language instruction, supports, and services because they are not proficient in English. The reason for the lack of English proficiency is because English is not their native language or they come from an environment where a language other than English has had a significant impact on their English proficiency. In 2019-20, 53,488 of Oregon’s 578,115 K-12 students, or 9.3 percent, were current English learners⁴ (see figure 1).

Figure 1. Percentage of all Oregon students who were current English Learners (2015-16 to 2019-20).



A similar number of students in 2019-20 (50,480 or 8.7 percent) were former English learners. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2019-20 school year. Research does suggest, however, that former English learners may still need

³ Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

⁴ The data for this portion of the report relies on student enrollments as of the first school day in May 2020.

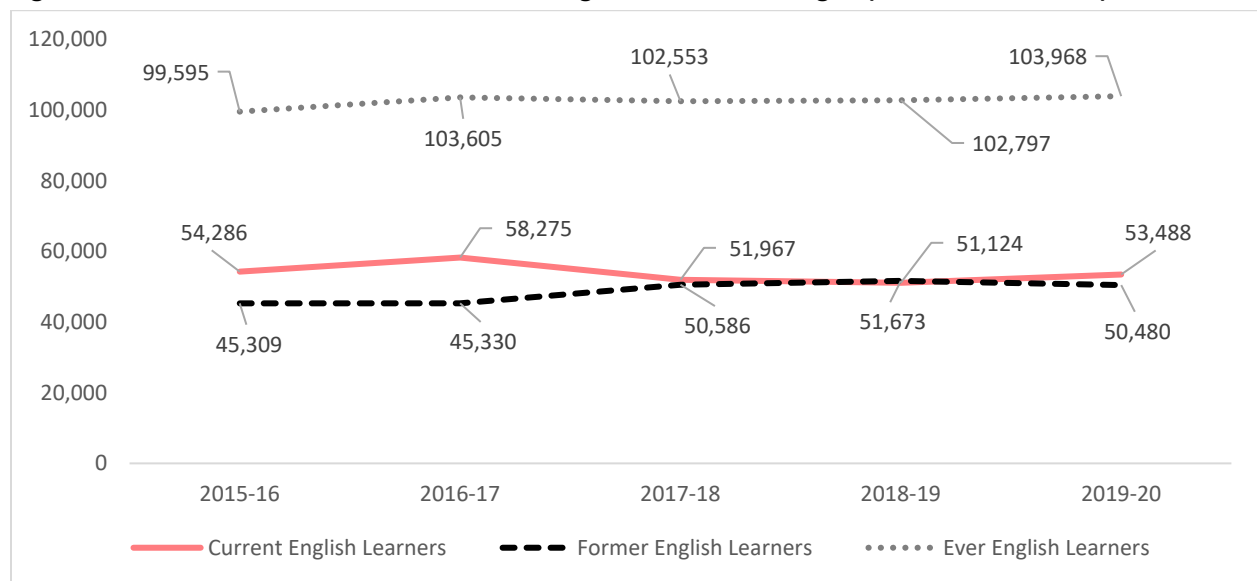
English Learners in Oregon

support to develop high levels of proficiency in academic English (i.e., the language students need in order to be successful in school; see de Jong 2004; Flores, Batalova & Fix, 2012).

Comparisons between current, former, ever, and never English learners are useful to understand the experiences and outcomes of current English learners. Note that ever English learners are the combination of current and former English learners, and never English learners are monolingual English or multilingual students who are not eligible to receive English language instruction, supports, and services in an ELD program before or during the school year. Without these comparisons, it can be easy to underestimate the achievement of current English Learners, who tend to perform at lower levels while still developing English. However, once current English learners attain English language proficiency, they often perform academically at significantly higher levels (Hopkins, Thompson, Linquanti, Hakuta, & August, 2013).

Figure 2 shows the change in the count of current, former, and ever English learners in Oregon over the last five school years. In general, it displays a slightly growing population of ever English learners in Oregon, peaking in 2016-17 at 103,605 and, after declining for a couple years, increasing slightly to 103,968 students in 2019-20.

Figure 2. Number of current, former, and ever English Learners in Oregon (2015-16 to 2019-20).

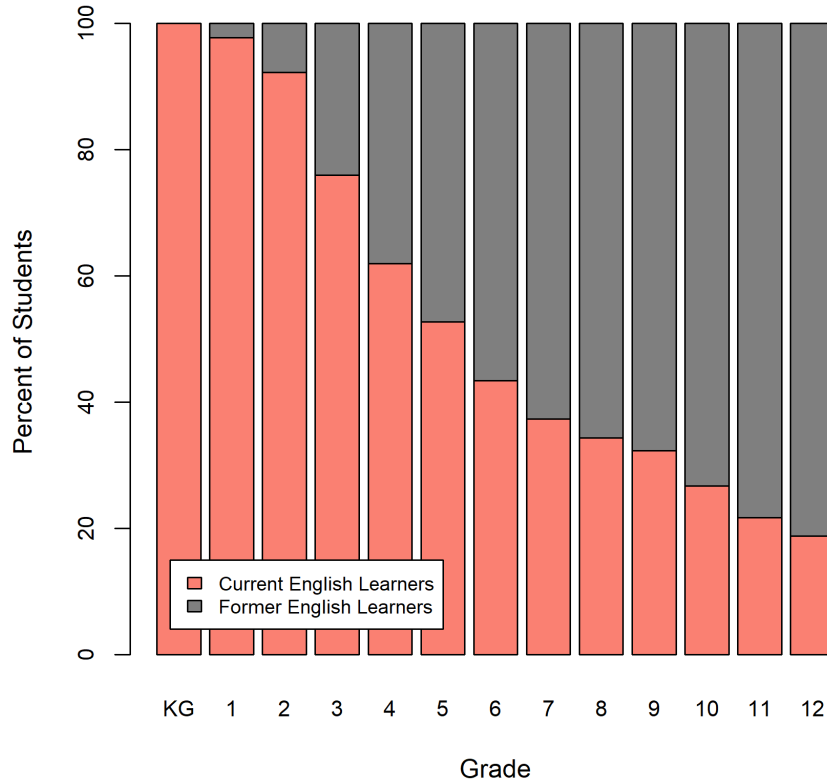


Characteristics of current English Learners in Oregon

The majority of current English Learners were in the elementary grades.

Although there were current English learners at every grade level, approximately two-thirds (65.7 percent) were in kindergarten through fifth grade. Far fewer current English learners were in middle school (grades 6-8; 18.8 percent) or in high school (grades 9-12; 15.5 percent). Figure 3 shows the percent of current and former English learners by grade in 2019-20. As the grade level increases from kindergarten to twelfth grade, the percent of current English learners decreases as they attain English proficiency and exit their ELD programs (subsequently, this results in an increase of former English learners).

Figure 3. Comparison of the percentage of current and former English learners by grade in 2019-20.

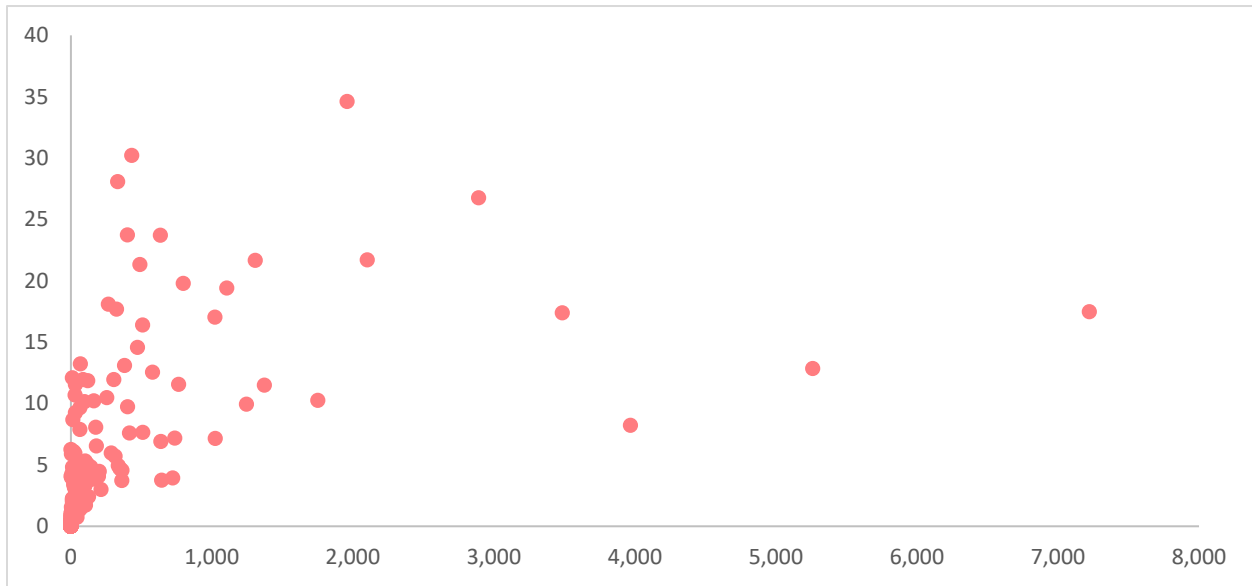


English Learner enrollment was not uniform across Oregon districts.

Oregon has 197 school districts. In 2019-20, 149 districts provided English language instruction, supports, and services to current English learners; however, 48 districts did not have any current English learner enrollments. An additional 51 districts provided English language instruction, supports, and services to between 1 and 19 current English learners. This suggests these districts have too few current English learners to be eligible for specific improvement efforts under state and federal accountability initiatives.

Figure 4 shows the distribution of current English learners across Oregon districts. The total number of current English learners in 2019-20 is on the x-axis. While most districts are at the left hand corner, with zero or few current English learners, there were six districts with more than 2,000 current English learners. As some of those districts were larger, however, even large populations of current English learners might make up fewer than 10 or 15 percent of the student population (see the y-axis). Thus, in 2019-20, districts experienced very different situations in terms of both the number of current English learners and/or the percentage of their student population who received English language instruction, supports, and services.

Figure 4. Comparison of the number and percentage of current English learners by district in 2019-20.



This variation across districts is also evident in table 1, which shows the six districts with the highest numbers of current English learners (i.e., Salem-Keizer, Beaverton, Portland, Hillsboro, Reynolds, and David Douglas), as well as the five districts with the highest percentage of current English learners (i.e., Woodburn, Umatilla, Nyssa, Reynolds, and Jefferson County). Note that only Reynolds appears in both lists. Moreover, many of those districts with the highest percentage of current English learners have comparatively small numbers of students.

Table 1. Districts with the highest number and percentage of current English learners in 2019-20.

District Name	Number of Current English Learners	Percentage of Current English Learners
Salem-Keizer	7,223	17.5%
Beaverton	5,261	12.9%
Portland	3,969	8.2%
Hillsboro	3,486	17.4%
Reynolds	2,892	26.8%
David Douglas	2,103	21.7%
Woodburn	1,959	34.6%
Nyssa	333	28.1%
Umatilla	432	30.2%
Jefferson County	635	23.7%

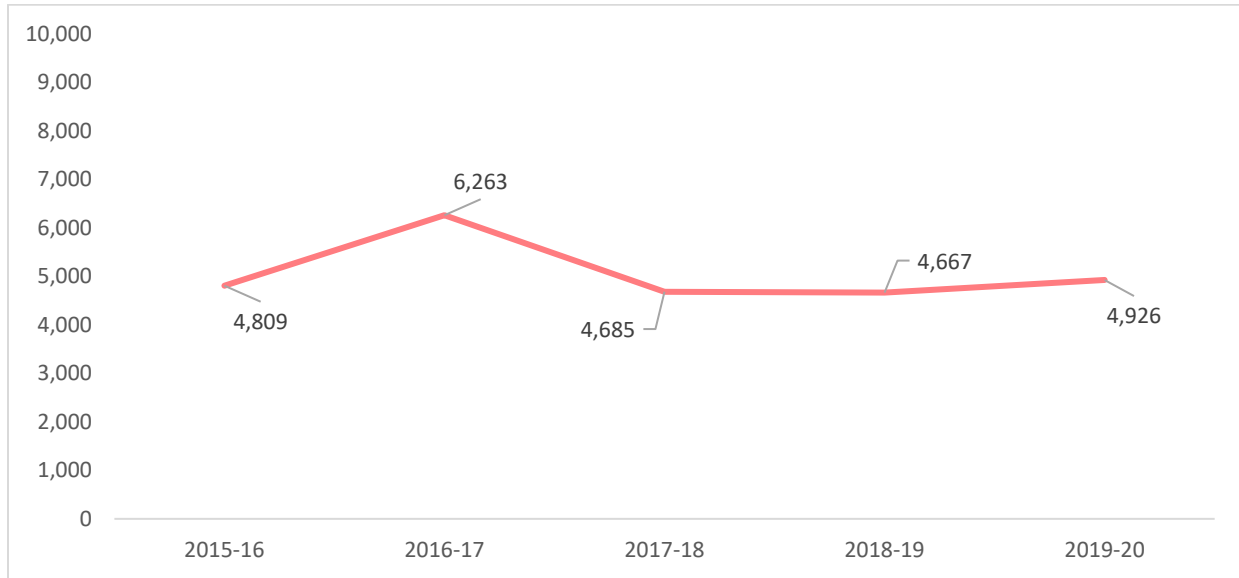
The number of recent arrivers increased in 2019-20 after declines since 2016-17.

The term recent arrivers refers to students who were born outside of the U.S. and Puerto Rico, and who have been educated in the U.S. for fewer than three cumulative years (i.e., these students are recent immigrants). They can be current, former, or never English learners; however, the majority are current English learners.

English Learners in Oregon

In 2019-20, 4,927 current English learners were recent arrivers. This number is very similar to the prior year's count (4,667) but is certainly a sharp reduction from 2016-17 (6,263; see figure 5).

Figure 5. Number of current English learners who were recent arrivers in Oregon (2015-16 to 2019-20).



Most recent arrivers (60.4 percent) were in the elementary grades, while 17.8 percent were in grades 6-8 and 21.9 percent were in high school. Current English learners who are recent arrivers in middle and high school generally face particularly big challenges, since they have to learn the language while also using English-language textbooks and lectures to learn the content of their courses in a variety of subject areas (Short & Fitzsimmons, 2007). Recent arrivers in the secondary grades are known as adolescent newcomers, and districts sometimes design specialized programs to serve their unique language and cultural needs.

Statewide, the total number of current English learners who were adolescent newcomers in 2019-20 was 1,953. Not all districts provided English language instruction, support, and services to adolescent newcomers; however, six Oregon districts had at least 100 such students in 2019-20 (see table 2).

Table 2. Districts providing English language instruction, support, and services to at least 100 adolescent newcomers in 2019-20.

District	Number of Adolescent Newcomers (Recently Arrived Current English Learners in Middle or High School)
Beaverton	240
Salem-Keizer	215
David Douglas	141
Portland	140
Reynolds	140
Hillsboro	86

In 2019-20, 866 current English learners had experienced interruptions in their education.

Some current and former English learners had their education interrupted or received limited formal education before arriving in the U.S. school system. Often, these were immigrant or refugee students who had spent time in refugee camps or whose process of immigration to the U.S. prevented them from attending school for a time. These students are known as students with limited or interrupted formal education (often abbreviated as SIFE or SLIFE).

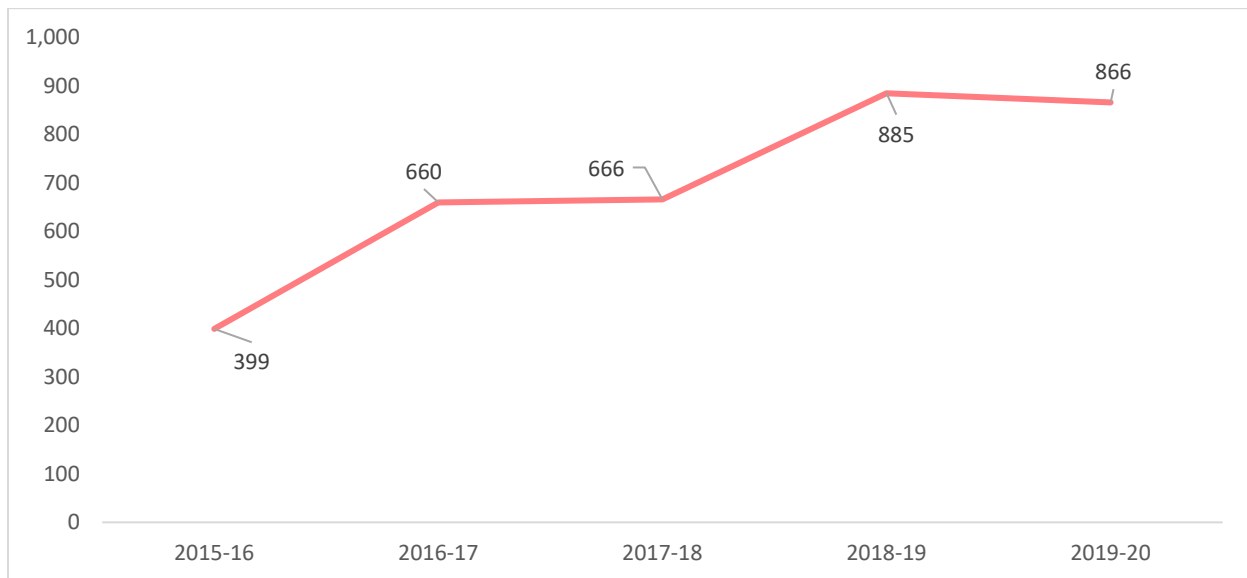
Students are SLIFE if they are immigrant students or English learners who enter school in the U.S. after grade two and experience all of the following:

- a. have at least two fewer years of schooling than their peers of the same age,
- b. function at least two years below grade level expectations in reading and mathematics, and
- c. be preliterate in their native language.

SLIFE students face unique circumstances. In addition to having missed at least two years of schooling, some arrive having experienced significant trauma. Schools need to find ways to serve SLIFE students without placing them in classes with younger students, since forming relationships with peers, including never English learner peers, is a factor that appears to improve academic outcomes (Browder 2014).

The ODE began collecting data on the number of students with limited or interrupted formal education in 2015-16. For the 2019-20 school year, districts reported 866 current English learners with limited or interrupted formal education (about 1.6 percent of all current English learners). As figure 6 illustrates, the number of students with limited or interrupted formal education increased from 2015-16 to 2018-19 but decreased slightly in 2019-20.

Figure 6. Number of current English learners with an interrupted formal education (2015-16 to 2019-20).



Most students with limited or interrupted formal education were in high school (58.7 percent). Another 24.7 percent were in the middle school grades (grades 6-8), and only 16.6 percent were in the elementary grades.

In 2019-20, the distribution of current English learners with limited or interrupted formal education was not uniform across Oregon districts. Instead, current English learners with limited or interrupted formal education were, for the most part, concentrated in a few districts. Nine districts in Oregon, identified in table 3, provided English language instruction, supports, and services to at least 20 current English learners with limited or interrupted formal education in 2019-20. These nine districts alone enrolled over 80 percent of all SLIFE students in Oregon. Note that five of the six districts serving many adolescent newcomers (see table 2) also enroll significant numbers of current English learners with interrupted formal education (i.e., Portland, Salem-Keizer, Beaverton, Reynolds, and Hillsboro).

Table 3. Districts serving at least 20 current English learners with interrupted formal education in 2019-20.

District	Number of Current English Learners with Limited or Interrupted Formal Education
Hillsboro	167
Hermiston	107
Beaverton	105
Portland	103
Reynolds	103
Morrow	34
South Lane	29
Salem-Keizer	27
Forest Grove SD 15	22

Current English learners across the state spoke 160 unique home languages.

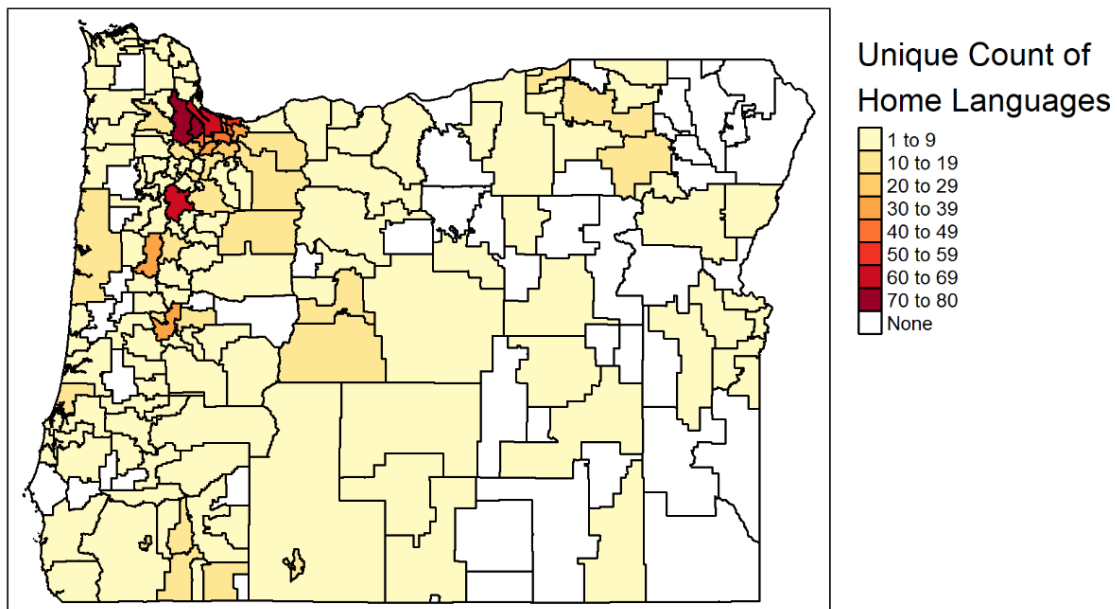
Statewide, current English learners spoke about 160 different languages at home. By far the most prevalent home language among Oregon current English learners was Spanish, spoken at home by 75.4 percent of all current English learners. The four next most common languages were Russian, Vietnamese, Chinese, and Arabic. Taken together, these top five languages represent 84.3 percent of home languages among current English learners (see table 4). In recent years, the number of current English learners speaking Somali, Mesoamerican languages, and other languages are increasing. The ODE is updating the way districts report the home languages of current English learners to allow for more accurate reporting in the future.

Table 4. Most prevalent home languages among current English learners in 2019-20.

Language	Number of Current English Learners with this Language	Percentage of Current English Learners with this Language
Spanish	40,342	75.4%
Russian	1,563	2.9%
Vietnamese	1,208	2.3%
Chinese	1,106	2.1%
Arabic	881	1.7%
English ⁵	690	1.3%
Somali	629	1.2%
Chuukese	596	1.1%
Ukrainian	416	0.8%
Japanese	358	0.7%
Mayan languages	352	0.7%
Marshallese	341	0.6%

Home languages other than Spanish tend to concentrate in a few districts. Figure 6 provides a map illustrating the number of different home languages in different Oregon districts. A few districts, mostly in the Portland metropolitan area and Salem, provide English language instruction, supports, and services to students with over 60 unique home languages.

Figure 7. Geographic distribution current English learner home languages across Oregon districts during 2019-20.

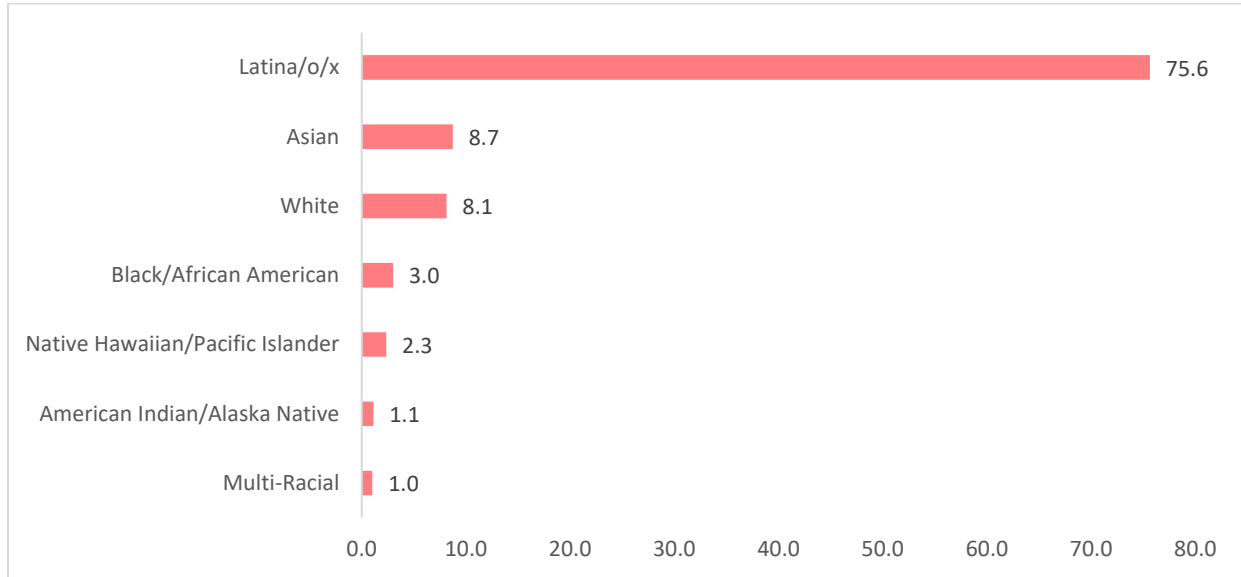


⁵ All 690 current English Learners with English as the home language were American Indian/Alaska Native students.

The vast majority of current English learners were Latina/o/x.

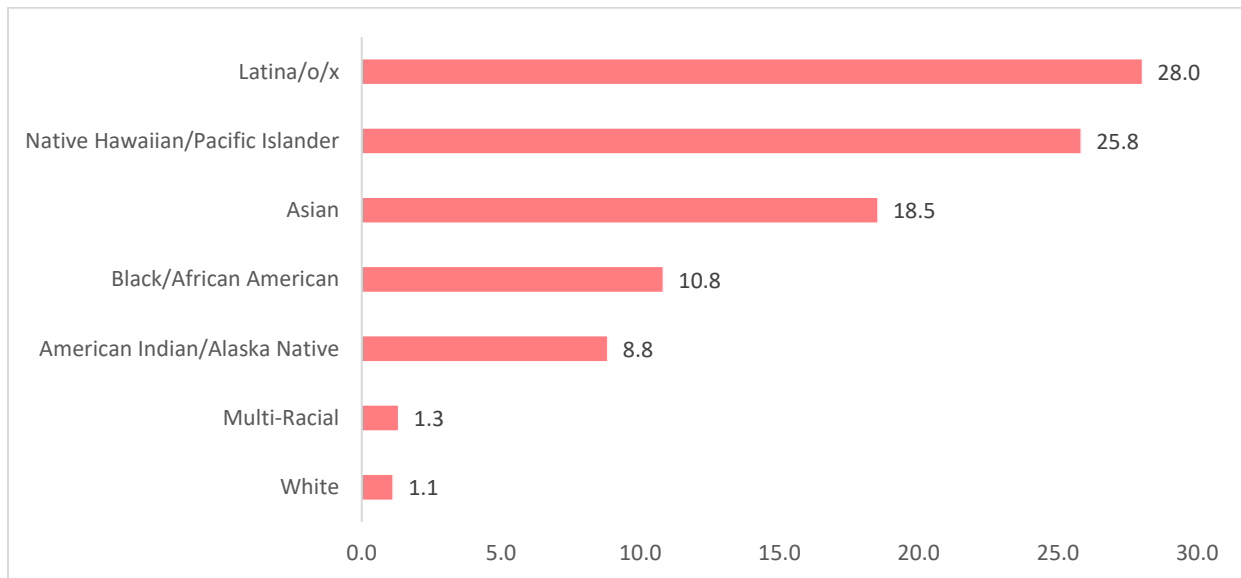
Of the 53,488 current English learners in Oregon during the 2019-20 school year, 40,457 (75.6 percent) were Latina/o/x. Slightly over 16.9 percent were White and Asian, while smaller percentages were Black/African American, Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multi-Racial (see figure 8).

Figure 8. Percentage of current English learners by race/ethnicity in 2019-20.



It is important to note that most Latina/o/x students in Oregon were not current English learners. In fact, according to figure 9, only 28 percent of Latina/o/x students were current English learners in 2019-20. Moreover, 25.8 percent of Native Hawaiian/Pacific Islander students were current English learners.

Figure 9. Percentage of each racial/ethnic group who were current English learners in 2019-20.



Section 2: Participation in Targeted Programs

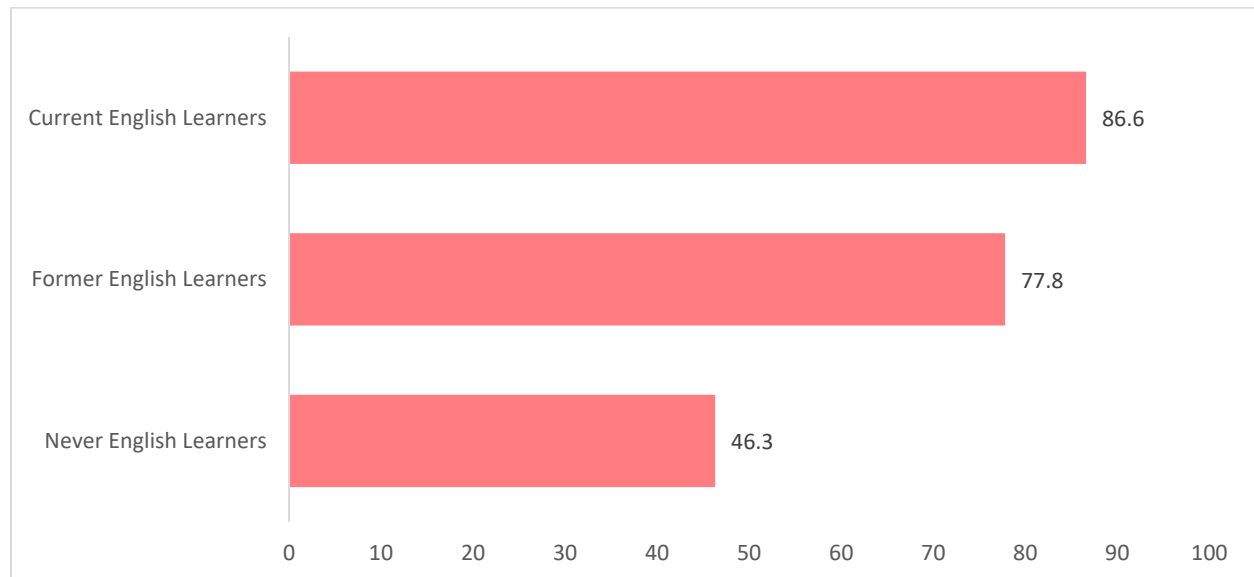
Schools and districts deliver a range of programs that aim to address the needs of particular groups of students. These include free or reduced price meals, special education, migrant education, and TAG programs. Most of these programs receive some federal funding; however, TAG programs receive only state funding. This section of the report describes the participation of English learners in each of these programs during the 2019-20 school year.

Free or Reduced Price Meals

Students who come from low-income families (those earning below 185 percent of the federal poverty line) are eligible for free or reduced price meals. The percentage of students receiving free or reduced price meals is an estimate of the level of poverty or economic disadvantage in a school. It is an imprecise measure, since some eligible students and families never apply to the program; however, it provides the best data currently available to compare poverty and economic disadvantage levels across schools and districts.

According to figure 10, current and former English learners are much more likely than never English learners to be eligible for free or reduced price meals. This suggests that households for current and former English learners are more likely to experience poverty and economic disadvantage. Overall, 86.6 percent of current English learners come from economically disadvantaged households.

Figure 10. Percentage of current, former, and never English learners receiving free or reduced price meals in 2019-20.



Special Education

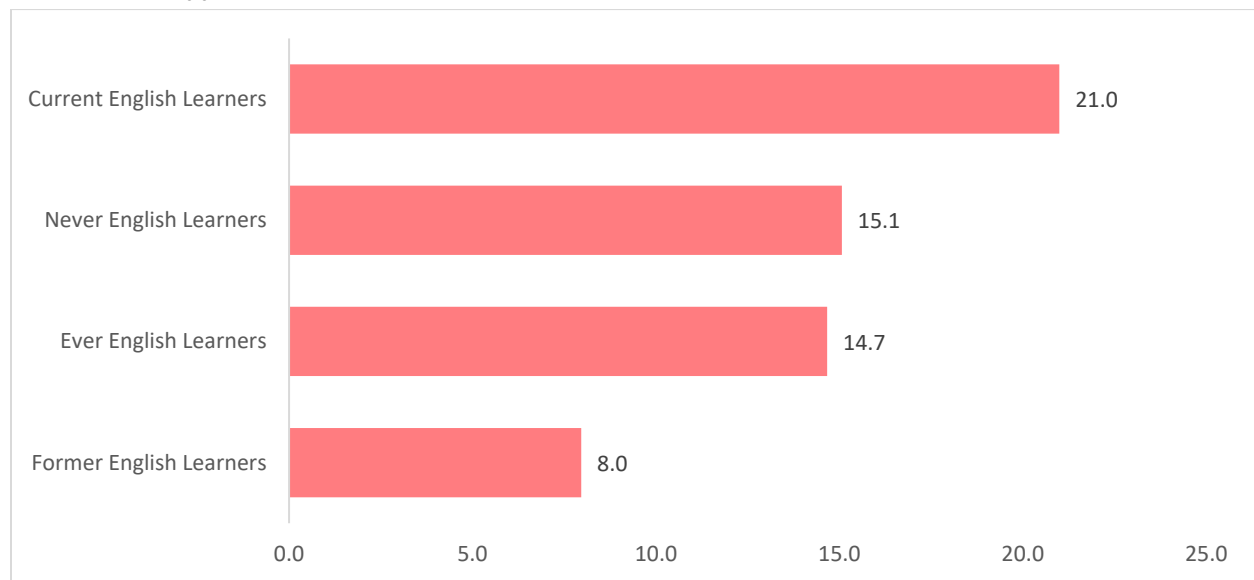
Students who are current English learners and receive special education services and supports are known as dual-identified students, since they receive instruction, supports, and services from two programs (i.e., English language and special education).

There is concern in the field about the difficulty of accurately identifying current English learners who need special education services and supports. Schools may incorrectly identify current English learners as having a learning disability when, in fact, it is their developing English proficiency that adversely influences their educational progress. On the other hand, some schools may overlook genuine disabilities, assuming that current English learners just need more time to learn English. Both identification challenges are prevalent not only in Oregon but across the United States (Artiles & Ortiz, 2002; Hamayan, Marler, Sanchez Lopez & Damico, 2007).

Ever English learners and never English learners received special education services and supports at about the same rate.

As figure 11 illustrates, a far higher rate of current English learners (21.0 percent) received special education services and supports as compared to former (8.0 percent) and never English learners (15.1 percent). However, the percentage of ever English learners (the combination of current and former English learners) receiving services and supports is very similar to that for never English learners.

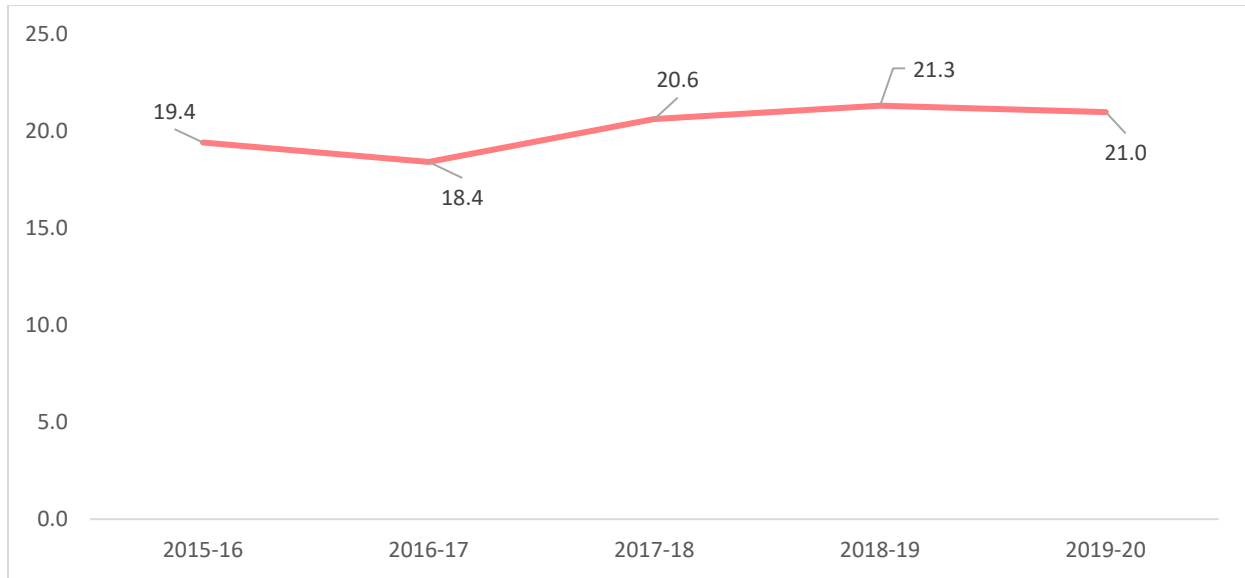
Figure 11. Percentage of current, former, never, and ever English learners receiving special education services and supports in 2019-20.



The percentage of current English learners receiving special education increased in 2019-20.

In 2019-20, 11,228 current English learners (21.0 percent) were receiving special education supports and services. The number of current English learners receiving special education services and supports in 2019-20 represents a very slight decrease from the year before, when 21.3 percent of current English learners received special education services and supports (see figure 12).

Figure 12. Percentage of current English learners receiving special education services and supports (2015-16 to 2019-20).



Most dual-identified students in 2019-20 had a specific learning disability (3,725 students) or a speech or language impairment (3,399 students) as their primary disability.⁶ Other primary disabilities, in order of frequency in 2019-10, include other health impairments, autism, intellectual disability, emotional disturbance, hearing impairment, orthopedic impairment, visual impairment, and traumatic brain injury.

Migrant Education

Some English learners also participate in migrant education programs. Students are eligible for migrant education programs if their parent or guardian is a migratory worker and they move from one school district to another during the regular school year. Many migrant children live in poverty, and when they move, they confront the challenges of having to adjust to different teachers with different instructional approaches and materials, as well as building new social connections. The intention of migrant education programs is to ensure that migrant children receive the support that addresses their unique situation.

Almost 14 percent of current English learners received services from Migrant Education Programs in 2019-20.

Across the state in the 2019-20, 7,231 current English learners participated in migrant education programs. That number translates to 13.5 percent of all current English learners. It also means that approximately half (50.5 percent) of the 14,332 students in migrant education programs were current English Learners.⁷

⁶ A specific learning disability refers to a disorder in one or more of the basic psychological processes involved in understanding or using language that may manifest itself in difficulties in listening, thinking, speaking, reading, writing, spelling, or doing math calculations. A speech or language impairment refers to a communication disorder such as stuttering, impaired articulation, or a language or voice impairment that adversely affects a students' learning or educational performance.

⁷ The data for this portion of the report relies on student enrollments as of the first school day in May 2020.

Approximately 150 districts received federal funds in the 2019-20 school year to support their migrant education programs. Districts that did not receive federal funding in 2019-20 did not have eligible students enrolled in their schools and programs. Ten districts had more than 200 current English learners participating in their migrant education program in 2019-20 (see table 5).

Table 5. Districts with over 200 current English learners participating in migrant education programs in 2019-20.

District	Number of Current ELs in Migrant Education	District	Number of Current ELs in Migrant Education
Salem-Keizer	813	Nyssa	278
Hillsboro	634	Canby	263
Woodburn	474	Hood River County	230
Medford	398	Beaverton	222
Forest Grove	326	Hermiston	217

Talented and Gifted

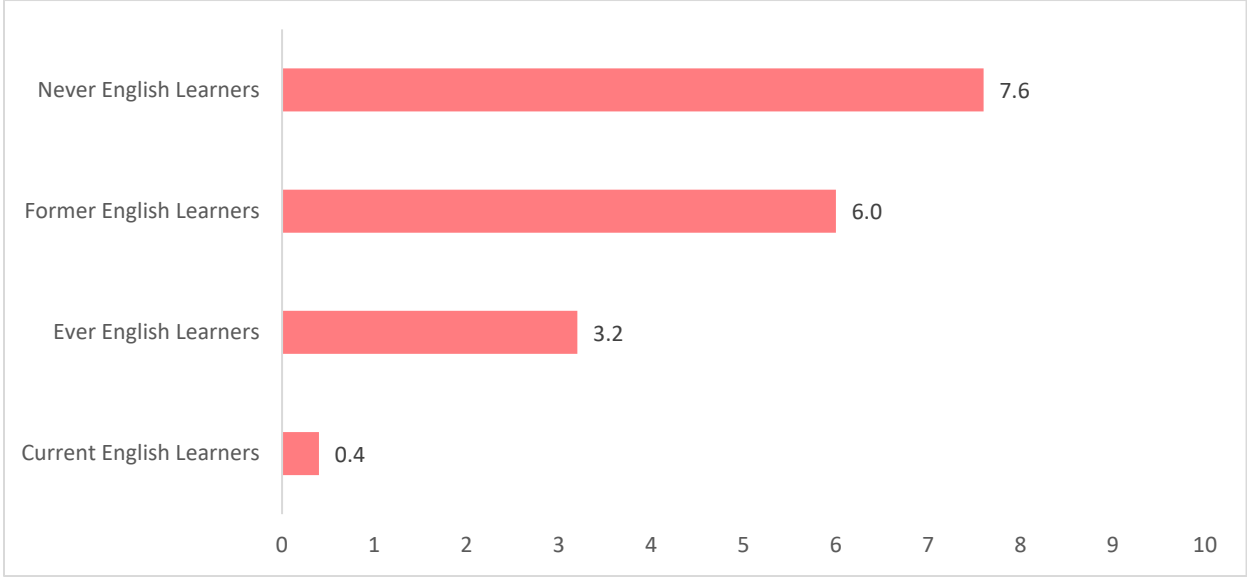
The state requires that all school districts establish policies and procedures to identify students to participate in TAG programs. These students may have high general intelligence and/or demonstrate unusual academic ability in one or more particular areas. State law requires districts to develop a plan to provide programs and services beyond regular school programs in order to ensure that eligible students can develop and realize their potential.

Correctly identifying students for TAG programs and providing specialized services is important because these students may have both unique talents and face unique challenges. For example, some TAG students struggle with perfectionism and the ability to cope with failure. Others engage only selectively at school and have high levels of absenteeism. Recent findings from the ODE suggest that approximately 10 percent of TAG students drop out of high school (Allen, 2016).

Current English Learners were rarely eligible for TAG Programs.

According to figure 13, 7.6 percent of never English learners (36,264 students) were eligible for TAG programs in 2019-20. While 6.0 percent of former English learners were eligible (3,035 students) and 3.2 percent of ever English learners were eligible (3,275 students), less than 1 percent of current English learners were eligible for TAG programs in 2019-20 (240 students). Never English learners were 19 times more likely to be eligible than current English learners in 2019-20 (7.6 percent ÷ 0.4 percent = 19).

Figure 13. Percentage of current, former, ever, and never English learners who participates in a TAG program in 2019-20.



Section 3: Language Development and Academic Outcomes for English Learners

Students who are current English learners have to develop proficiency in English. In addition and at the same time, they must learn all the same academic content as other students in Oregon. This section of the report provides data about English language proficiency and academic outcomes of current English learners (with comparisons to former, ever, and never English learners).

Progress towards English Language Proficiency

Data representing the progress current English learners are making towards achieving English language proficiency were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of statewide summative assessments and data collections that support the calculation of this measure at the district and state levels).

Long-term current English learners made up 22.7 percent of all current English learners.

Educators have concerns about the number of current English learners who do not attain English language proficiency and exit an ELD program within an appropriate amount of time. Current English learners who are unable to meet proficiency expectations after a period of time are known as long-term current English Learners. The ODE defines a long-term current English learner as a student who receives English language instruction, supports, and services in an ELD program for more than seven years.

In 2019-20, most current English learners (77.3 percent) were not long-term current English learners; however, this means that 22.7 percent of current English learners received English language instruction, supports, and services for more than seven years. This is a concern because slower development of English language proficiency is highly predictive of other academic challenges (Menken & Kleyn, 2009). An important point to consider is the influence of a student's disability on the development of English language proficiency. In 2019-20, 25.4 percent of current English learners with disabilities received English language instruction, supports, and services for more than seven years.

A little more than 20 percent of current English learners receiving special education services and supports developed English language proficiency in five years.

It is also useful to look at the development of English language proficiency from another angle, namely, what proportion of current English learners develop proficiency within a particular amount of time?

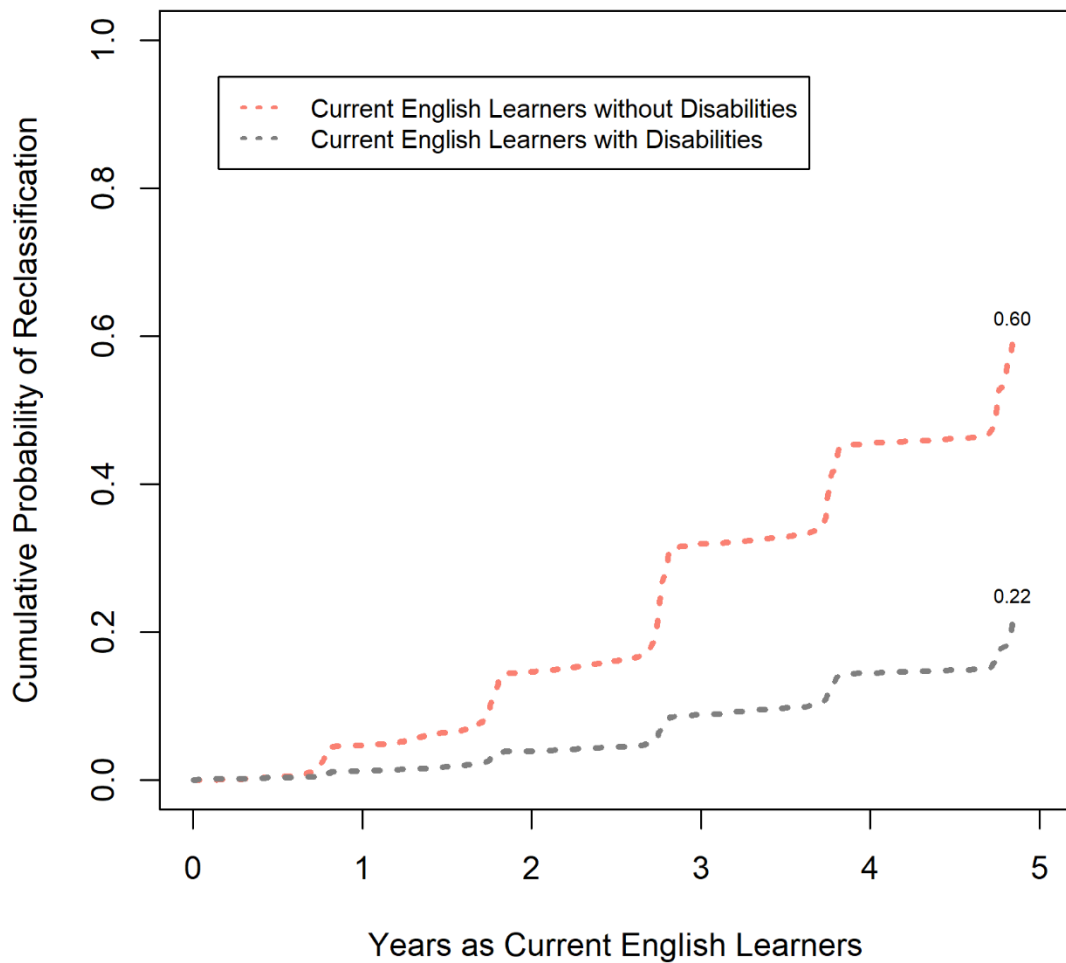
This measure uses data for all current English learners who received English language instruction, supports, and services in an ELD program in 2019-20 regardless of the length, start, or end of enrollment. While most of the data in this report rely on the first school day in May 2020 as a snapshot, this measure includes all current English learners (even those not enrolled on the first school day in May 2020).

Figure 14 addresses this question for current English learners with and without disabilities. For current English learners without disabilities who began receiving English language instruction, supports, and services on or after July 1, 2015, the probability of reclassification (i.e., attaining English language proficiency and exiting an ELD program) after five years is 0.60 (or, after multiplying by 100, 60 percent). That is, 60 percent

of the current English learners without disabilities attained English language proficiency and exited an ELD program after five years. On the other hand, only 22 percent of current English learners with disabilities attained English language proficiency and exited an ELD program after five years.

It is important to note that the reclassification probabilities are underestimates because not all current English learners had an opportunity to take the annual English language proficiency assessment in 2019-20 due to the COVID-19 pandemic. If that opportunity were available, the probability of reclassification would be higher for current English learners with and without disabilities.

Figure 14. Probability of reclassification for current English learners with and without disabilities after five years (July 1, 2015 to June 30, 2020).



Student Academic Outcomes in Language Arts and Mathematics

Data representing the language arts and mathematics achievement of current, former, ever, and never English learners were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon’s response to the COVID-19 pandemic (e.g., the cancellation of statewide summative assessments and data collections that support the calculation of this measure at the district and state levels).

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

This section of the report examines several important outcomes for English learners. These are attendance, ninth grade progress towards graduation, four-year graduation, earning a Seal of Biliteracy, and post-secondary enrollment.

Attendance

Data representing the percentage of current, former, ever, and never English learners who regularly attend school were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

On-Track to Graduate

Data representing the percentage of current, former, ever, and never English learners who were on track to graduate in 9th grade were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

Four-Year Graduation

The ODE uses a cohort adjusted graduation rate to examine and monitor the percentage of students graduating within a specific number of years. The data for this section relies on the four-year cohort adjusted graduation rate for current, former, and never English learners.⁸

Former English learners graduated at rates similar to or better than never English learners; however, substantially fewer current English learners graduated in four years.

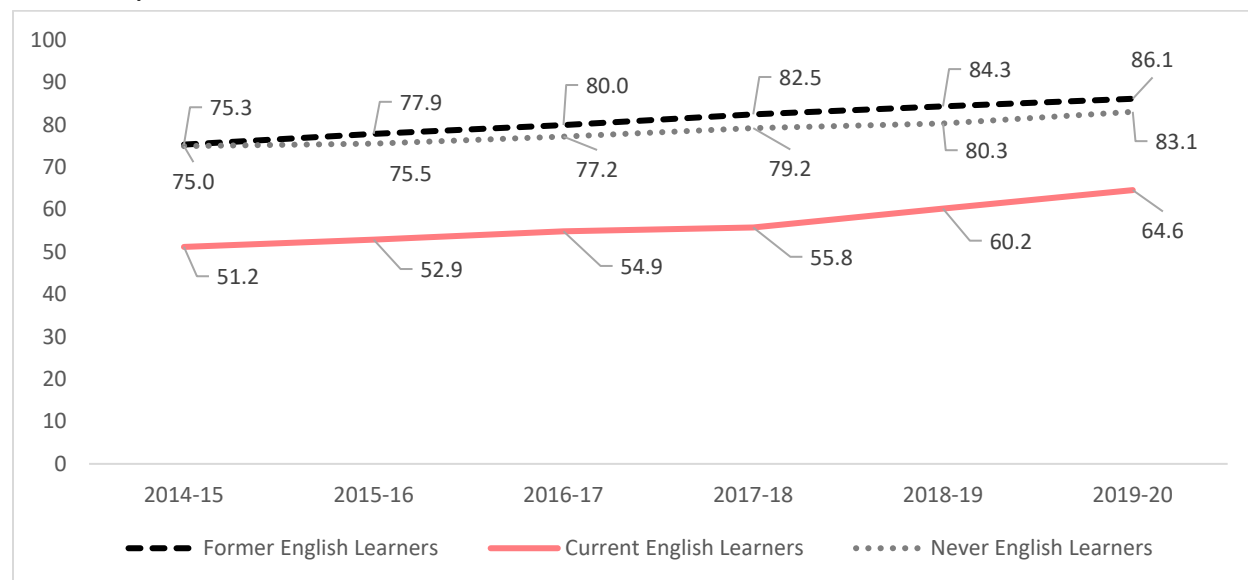
According to figure 15, former and never English learners graduate in four years at similar rates; however, although similar, the rate for former English learners was higher from 2014-15 to 2019-20. In some years (e.g., 2018-19), the four-year graduation rate for former English learners was substantially higher than the rate for never English learners (84.3 percent vs. 80.3 percent).

⁸ For the purposes of reporting graduation data to the public, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

English Learners in Oregon

Current English learners, on the other hand, graduated in four years at substantially lower rates than former and never English learners; however, it is important to note that the four-year graduation rate for current English learners has grown considerably from 2014-15 to 2019-20 (an increase of 13.2 percentage points).

Figure 15. Percentage of current, former, and never English learners graduating within four years (2014-15 to 2019-20).



Oregon State Seal of Biliteracy

The Seal of Biliteracy offers recognition of the many cognitive, academic, and economic benefits of bilingualism. Students can earn a Seal of Biliteracy on their diplomas if they meet the following requirements:

- meet all graduation requirements,
- demonstrate reading and writing skills in English (the means for doing this may vary by district), and
- score at the intermediate high level in listening, speaking, reading, and writing in a partner language.

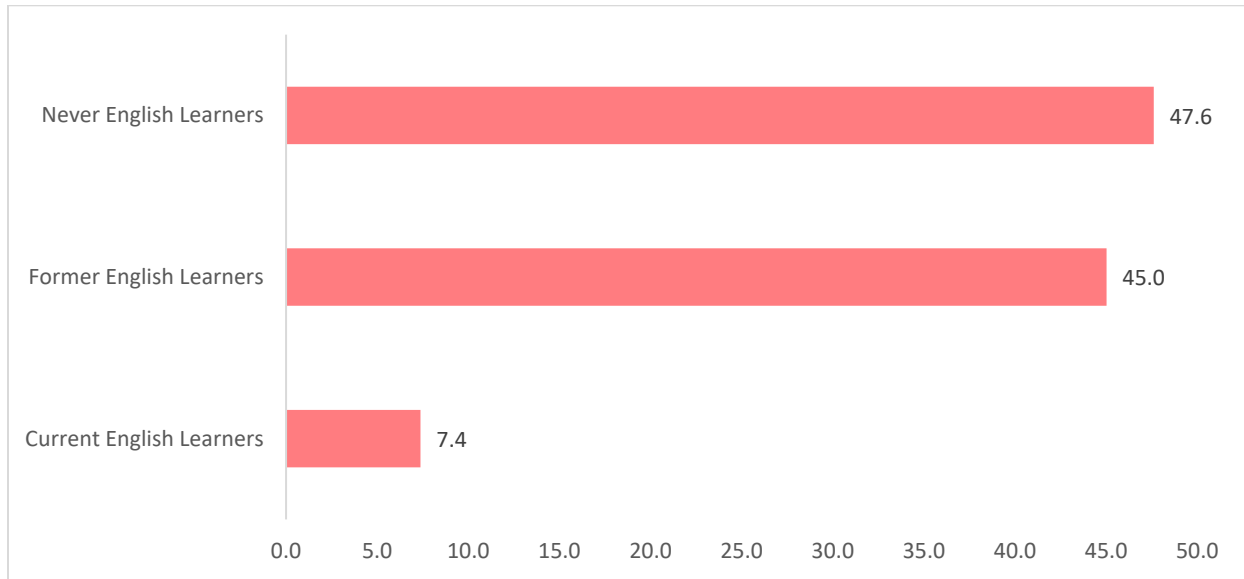
The data for this section relies on students who graduated in 2019-20 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this section will examine the count and percentage of current, former, and never English learners⁹ who earned the Seal of Biliteracy in 2019-20.

⁹ For the purposes of reporting Seal of Biliteracy data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

In 2019-20, the majority of students who earned the Seal of Biliteracy were never English learners.

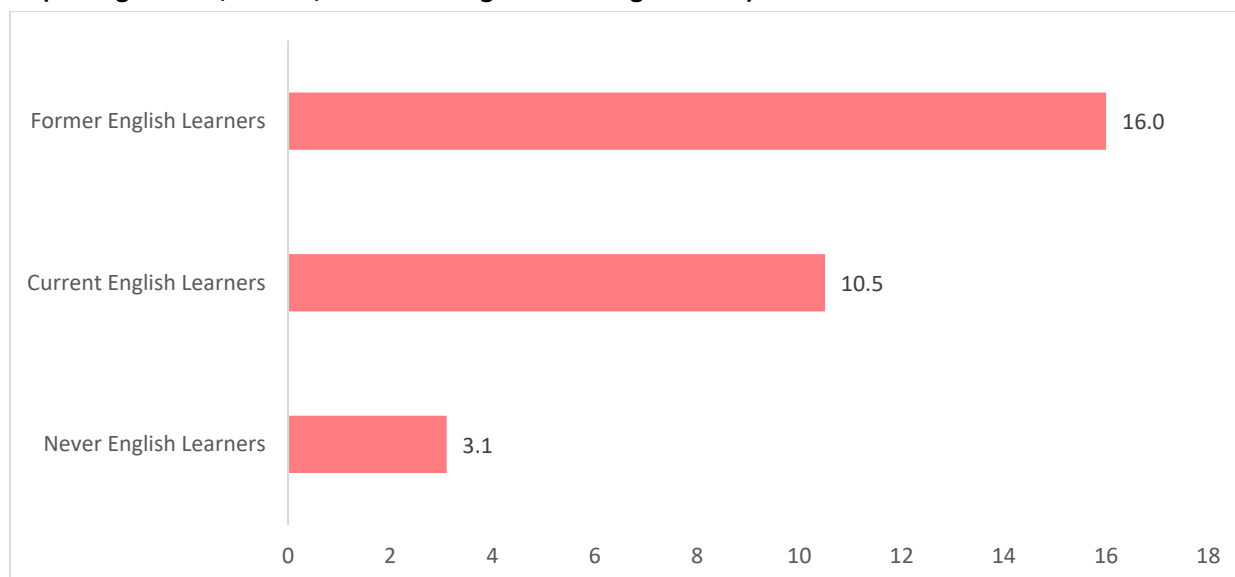
Of the 37,745 students who graduated in 2019-20, 2,006 students (or 5.3 percent) also earned the Seal of Biliteracy. Among those 2,006 students, 47.6 were never English learners, 45.0 percent were former English learners, and 7.4 percent were current English learners (see figure 16).

Figure 16. Percentage of current, former, and never English learners earning the Seal of Biliteracy in 2019-20 (among all students who earned the Seal of Biliteracy).



According to figure 17, among former English learners who graduated in 2019-20, 16.0 percent earned the Seal of Biliteracy. Moreover, 10.5 percent of current English learner graduates earned the Seal of Biliteracy in 2019-20. This means that, among ever English learners who graduated in 2019-20, 26.5 percent also earned the Seal of Biliteracy.

Figure 17. Percentage of current, former, and never English learners earning the Seal of Biliteracy in 2019-20 (among current, former, and never English learner graduates).



Students earned the Seal of Biliteracy for their knowledge of 20 different partner languages; however, Spanish was the most common partner language.

More than three-quarters of students earning the Seal of Biliteracy (81.0 percent) had Spanish as their partner language. The next four partner languages, in order of the number of students, were French, Chinese, Japanese, and Russian, all with 50 or more students earning the Seal of Biliteracy in that language. Spanish, Russian, and Chinese were the partner languages with the most current and former English learners earning the Seal of Biliteracy. On the other hand, the top three partner languages among never English learners who earned the Seal of Biliteracy in 2019-20 were Spanish, French, and Japanese.

Eleven districts had 50 or more students earning the Seal of Biliteracy.

In 2019-20, eleven districts had 50 or more students earning the Seal of Biliteracy (see table 6). Moreover, among Woodburn’s students who graduated in 2019-20, 63.8 percent earned the Seal of Biliteracy. Five other districts in 2019-20 had 10 percent or more of their high school graduates earning the Seal of Biliteracy.

Table 6. Districts with 50 or more students earning the Seal of Biliteracy in 2019-20¹⁰.

District	Number of Students	District	Number of Students
Portland	380	Corvallis	90
Salem-Keizer	239	West Linn/Wilsonville	76
Beaverton	235	Hillsboro	60
Woodburn	213	Lake Oswego	53
Eugene	105	Hood River	50
North Clackamas	103		

¹⁰ Note that the counts in this table reflect students who graduated in 2019-20 (and were part of the four-year cohort adjusted graduation rate) and earned the Seal of Biliteracy. There were students who earned the Seal of Biliteracy in 2019-20 but were part of the five-year cohort or another cohort.

Post-Secondary Enrollment

The ODE annually examines and publicly reports the percentage of high school graduates who enroll in post-secondary education institutions in Oregon and across the U. S. (e.g., public and private, 2-year and 4-year, etc.). A post-secondary education affords students a wide range of advantages, including greater employment opportunities, financial security, opportunities to contribute in their community, and greater life satisfaction. However, it is important to be clear that enrollment in a post-secondary institution is not the only meaningful and advantageous post-high school opportunity available to students. Others may include military service, community or religious service, and competitive employment.

The data for this measure uses students who graduated in 2017-18 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this portion of the report will examine the count and percentage of current, former, and never English learners¹¹ who enrolled in a post-secondary education institution within sixteen months after graduation.

Never English learners were more likely to enroll in post-secondary education institutions than current English learners; however, former English learners had comparable post-secondary enrollment rates as never English learners.

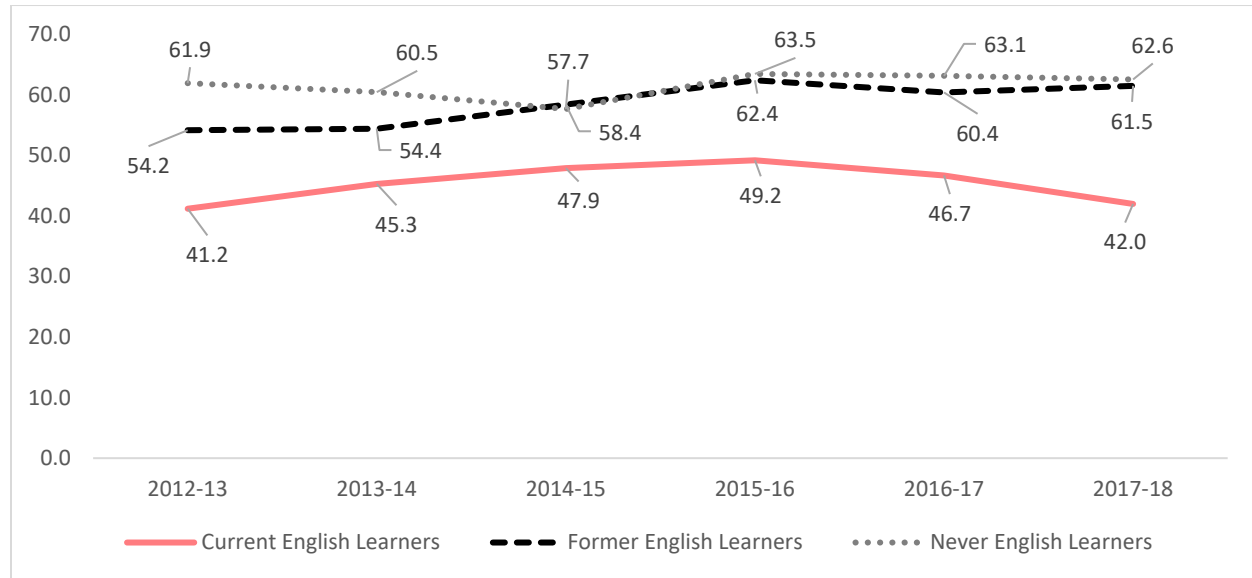
Figure 18 shows the post-secondary enrollment rates by graduation year for three groups of Oregon students. The post-secondary enrollment rates for never English learners, represented by the gray dotted line, ranged from 61.9 to 62.6 percent from 2012-13 to 2017-18.

The salmon line displays the same information for students who were current English Learners. Current English learners enrolled in post-secondary institutions at substantially lower rates than never and former English learners. The post-secondary enrollment rates for current English learners annually increased from 41.2 percent in 2012-13 to 49.2 percent in 2015-16; however, they decreased in both 2016-17 and 2017-18 to levels similar to 2012-13.

The black dashed line shows the post-secondary enrollment rates for former English learners. The post-secondary enrollment rates for former English learners increased from a low of 54.2 percent in 2012-13 to a high of 62.4 percent in 2015-16. Moreover, since 2015-16, former English learners had post-secondary enrollment rates that were reasonably comparable to never English learners.

¹¹ For the purposes of reporting post-secondary enrollment data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

Figure 18. Percentage of current, former, and never English learners enrolling in post-secondary institutions within 16 months of high school graduation (2012-13 to 2017-18¹²).



Section 5: Instructional Programming for Current English Learners

State and federal law requires districts and schools to provide English language instruction, supports, and services to current English learners that ensures they have access to comprehensible content area learning even while they are learning English. They may accomplish this using one of five program models (see box 1.).

Box 1. Program Models for ELs

Newcomer programs are for newly arrived immigrant students and are designed to meet their academic, linguistic and transitional needs on a short-term basis (usually not longer than about two years). Students move from newcomer to other program models when this period of time is complete.

Two-way immersion programs (sometimes called “dual language immersion programs”) aim to develop full bilingualism and biliteracy in English and a partner language. These programs enroll both native English speakers and native speakers of the partner language.

Bilingual programs develop skills in both students’ primary language and in English. Some bilingual programs, known as “transitional bilingual, aim to transition ELs into English-only instruction, most often by mid- to late elementary school. Other programs, known as “developmental bilingual,” continue through elementary school or beyond and, like two-way

¹² The year (e.g., 2012-13) represents the school year in which students graduated from high school.

immersion programs, have the goal of developing full bilingualism and biliteracy. Both types of bilingual programs serve only ELs, not native English speakers.

Sheltered instruction programs provide instruction in English only, but use specialized techniques to accommodate the linguistic needs of ELs. Some sheltered instruction classes are only for ELs, while others may include a mix of ELs, former ELs, and/or never ELs.

Source: ESEA Title III Collection Variables, Definitions & Submission Rules

The data for this portion of the report relies on student enrollments as of the first school day in May 2020.

Most current English learners received English language instruction, supports, and services in sheltered instruction programs.

In 2019-20, the majority of current English learners (75.2 percent) received English language instruction, supports, and services in sheltered instruction programs. Two-way immersion programs provided services to 13.5 percent of current English learners, and bilingual programs provided services to 5.7 percent of current English learners (nearly all of them elementary students). Newcomer programs were very rare; only 190 current English learners participated in them during the 2019-20 school year (see table 7).

Table 7. Number of current English learners receiving instruction in different language models in 2019-20.

Language Model	Elementary Current English Learners	Secondary Current English Learners	K-12 Current English Learners
Sheltered Instruction	25,606	14,642	40,248
Two-Way Immersion	5,817	1,428	7,245
Bilingual ¹³	2,954	81	3,035
Newcomer	37	153	190
Not Participating ¹⁴	732	2,038	2,770
Total	35,146	18,342	53,488

¹³ This category includes both transitional and developmental bilingual programs. Current data do not allow for accurate counts of the number of students in each type of bilingual program.

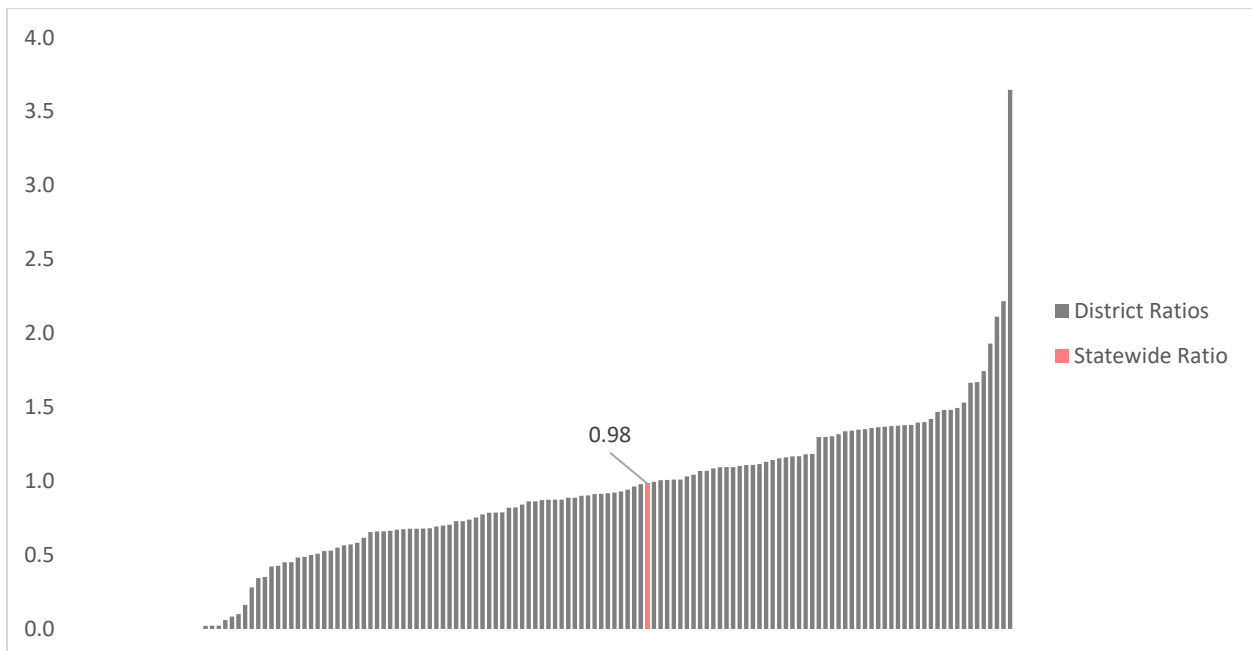
¹⁴ “Not participating” includes current English learners whose parents declined English language instruction, supports, and services on their behalf and/or current English learners who did not participate in the English language proficiency assessment.

Section 6: State Revenues and Expenditures for Current English Learners

Each year, Oregon’s State School Fund provides funding to districts through General Purpose Grants. The amount of the grant relies on a formula that considers the number of students in the district (known as average daily membership weighted or ADMw). On average, the per-pupil funding amount in 2019-20 was \$8,423.¹⁵ In addition to this basic funding, districts receive additional state funds for each student enrolled in an ELD program. This amount is $0.5 \times \$8,423$ or \$4,212 per current English learner. Altogether, the state allocated \$208,266,162 for these additional English learner funds in the 2019-20 school year.

Figure 19 depicts the relationship between current English learner revenues the state allocated to districts via the State School Fund Formula and the total current English learner expenditures from the General Fund expressed as a ratio. Statewide, the ratio of expenditures to revenues in 2019-20 was 0.98, meaning that district expenditures on current English learners reflected 98 percent of the funds the state allocated to districts via the State School Fund Formula. Some districts spent more than this percentage (up to 365%), while others spent less (as little as 2%). The values on the extreme ends of the range, however, may reflect variations in the way that some districts report data. Some districts with few current English learners report revenue received from the state, but do not identify expenditures specific to current English learners, even though they may expend funds for English learner services. Other districts on the high end of the spending ratio may include expenses for dual-language programs that also educate former and never English learners, rather than calculating the percentage spent solely on current English learners.

Figure 19. Ratio of current English learner expenditures to revenues across districts in 2019-20.

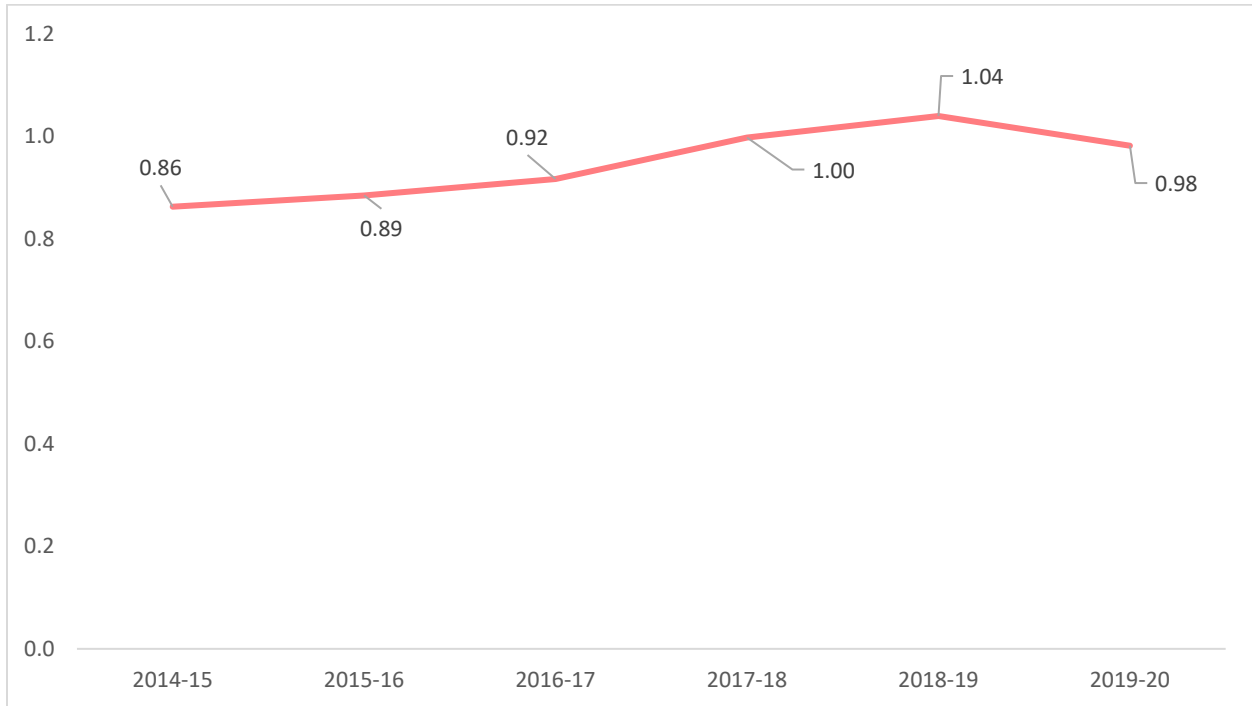


¹⁵ While \$8,423 is the average amount, the grant amount can vary a bit for different districts because of the way the formula is set up.

English Learners in Oregon

As figure 20 illustrates, the statewide ratio increased steadily from 2014-15 to 2018-19; however, in 2019-20, the ratio decreased below 1.0.

Figure 20. Ratio of statewide expenditures on current English learners to revenues (2014-15 to 2019-20).



Expenditures from the General Fund on current English learners either belong to Function 1291 (covering expenditures for instruction and interventions to help current English learners learn English) or Area of Responsibility 280 (other supports for current English learners, such as interpretation services or transportation).¹⁶

Current English learner expenditures for 2019-20 totaled \$204,698,012. Districts accounted for approximately 78 percent of the expenditures (\$159,566,770) using Function 1291 and 22 percent of the expenditures (\$45,131,242) using Area of Responsibility 280.

In addition to this state funding, districts with at least 74 current English learners may access federal Title III grants, which in 2019-20 provided an additional \$134.10 per student for supplemental current English learner services¹⁷. A description of these federal funds is beyond the scope of this report but information on the grant amounts are available on the [ODE website under Title III Allocations](#).

¹⁶ For a more detailed description of the accounting system categories, see [Oregon's Program Budgeting and Accounting Manual](#).

¹⁷ Districts with fewer than 74 students can join other districts in a consortium to access these grants.

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PROCLAMATION

September as Suicide Awareness and Prevention Plus Action Month

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and suicide is a major public health issue that requires vigilant attention and preventative action, especially during times of a pandemic, and

WHEREAS, each death by suicide directly impacts numerous family members, friends, loved ones, and by extension the entire rural community; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are still silently fighting our own battles, and

WHEREAS, reducing the stigma by discussing suicide and warning signs and increasing public awareness of the resources available for at-risk individuals, encourages help seeking behaviors and helps attempt survivors and survivors of suicide loss in their personal healing; and

WHEREAS, asking for help is a sign of real strength and the first step towards achieving mental wellness, particularly during the extended period of the COVID-19 pandemic, and

WHEREAS, reaching out and taking action can help save a life.

NOW, THEREFORE, the Brookings-Harbor School District hereby proclaims September, 2021 as

SUICIDE AWARENESS AND PREVENTION PLUS ACTION MONTH

BE IT FURTHER RESOLVED that the District encourages all citizens to learn the warning signs, trust their gut and use that information to ask a troubled friend, colleague or family member "R U OK?"

District Goal: Student Success

Description of Student Success:

Student success is the independence to intuitively think critically while maintaining a high ethical and moral character.

District Goal: Staff Recruitment/Retention

Description of Staff Recruitment/Retention

Recruiting, developing and retaining high-quality staff is vital for student success. Fostering a culture of support with opportunities for growth and development empowers outstanding staff

District Goal: Relationships

Description of Relationships

To intentionally build meaningful relationships with students, staff, families and community with trust and respect to create a positive culture to invest in every student's future.

In 2020-21, The Brookings-Harbor School Board will ...

... continue to work collaboratively with the superintendent and District Leadership Team (DLT) to monitor the district's priorities and corresponding strategic plan. The Board will calendar and execute at least 3 monitoring sessions for the 2020-21 school year. (4C)

... receive (*and provide feedback as appropriate*) regular strategic plan updates from the superintendent and/or designee. The board will calendar (at least 4) strategic plan updates to be presented at regular board meetings in the 2020-21 school year. (4A)

... review the following board policies and/or administrative procedures for the following.

- Long term facilities plan for construction and maintenance
- Technology plan including evaluation and updating of hardware/software
- Regular evaluation of curriculum/supplementary materials
- Curriculum selection process/policy including the involvement of parents, community and staff

The board will review any related policies and modify, as necessary. The board will receive updates (and provide appropriate feedback) on any related administrative procedures. All four review sessions will be concluded no later than April 1st, 2021. (3C)