



School Board Regular Meeting Agenda

December 10, 2024, 5:30 PM

Location:

Education Center, Board Room #314
520 NW Wall Street
Bend, OR 97703

1.	<u>Call to Order</u>	
	Speaker(s): Chair Marcus LeGrand	
2.	<u>Pledge of Allegiance</u>	
	Speaker(s): Chair Marcus LeGrand	
3.	<u>Review of Agenda</u>	<u>5</u>
	Speaker(s): Chair Marcus LeGrand	
	Attachments:	
11.12.24	Agenda - BORRADOR	5
4.	<u>New Board Member Oath of Office</u>	<u>7</u>
	Speaker(s): Chair Marcus LeGrand	
	Attachments:	
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5.	<u>District Recognitions</u>	
	A. Champion for Students Award	
	Speaker(s): Dr. Steve Cook, Superintendent	
6.	<u>Student Advisory Council Report</u>	
	Speaker(s): Student Voice Council Leadership	
7.	<u>Public Comment</u>	
	Speaker(s): Chair Marcus LeGrand	
	Description: This is the time provided for individuals to address the Board. Public Comment requests are accepted in advance via Google Form until 5:00 p.m. on the day of the meeting for both in-person and virtual comment. Individuals may also sign up for public comment on the day of the meeting on a space available basis in alignment with Governance Process 6 (GP-6). In-person sign up will be accepted at the boardroom door until 5:35 p.m. on the day of the meeting.	
8.	<u>Consent Agenda</u>	
	Speaker(s): Chair Marcus LeGrand	
	Description: Items that are routine in nature are placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed at the request of any Board member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion.	
	A. Approval of Minutes	9
	Description: November 12, 2024, Regular Business Meeting, and November 12, 2204, Special Meeting; Reference: ORS 192.650 and ORS 332.057	
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11.12.24	Minutes - Special Meeting - DRAFT	

B.	Approval of Personnel Recommendations	14
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	Speaker(s): Dr. Steve Cook, Superintendent	
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Speaker(s): Dr. Lora Nordquist, HDES Director of Alternative Learning Options	
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Speaker(s): Chair Marcus LeGrand	
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Speaker(s): Chair Marcus LeGrand	
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Speaker(s): Chair Marcus LeGrand	
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Speaker(s): Chair Marcus LeGrand	
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Speaker(s): Chair Marcus LeGrand	
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Speaker(s): Dr. Steve Cook, Superintendent	
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13. <u>Superintendent's Report</u>	
Speaker(s): Dr. Steve Cook, Superintendent	
14. <u>Director Comments</u>	
Description: An opportunity for board members to provide comments or reflections.	
15. <u>Adjourn</u>	
Description: Meeting will be adjourned with next Regular School Board Meeting scheduled for January 14, 2025.	



Agenda para reunión regular de la Junta Escolar- BORRADOR

10 de diciembre de 2024, 5:30 PM

Lugar:

Education Center, Board Room #314
520 NW Wall Street
Bend, OR 97703

1. **Apertura de la reunión**

Ponente: Vicepresidente Marcus LeGrand

2. **Juramento a la bandera**

Ponente: Vicepresidente Marcus LeGrand

3. **Revisión de la agenda**

Ponente: Vicepresidente Marcus LeGrand

4. **Juramento al cargo de nuevos miembros de la junta**

Ponente: Vicepresidente Marcus LeGrand

5. **Reconocimientos del distrito**

A. Premio de Campeón para Estudiantes

Ponente: Dr. Steve Cook, Superintendente

6. **Reporte del Consejo de Asesoramiento Estudiantil**

Ponente: Liderazgo del Consejo de Voz Estudiantil

7. **Comentarios públicos**

Ponente: Vicepresidente Marcus LeGrand

Descripción: Este es el tiempo designado para que las personas aborden a la junta. Las peticiones de comentarios públicos se aceptan por anticipado a través de Google Forms hasta las 5:00 pm el día de la reunión para los comentarios virtuales y en persona. Las personas también pueden registrarse para comentarios públicos el día de la reunión en base al espacio disponible, de acuerdo con el Proceso de Gobernanza 6 (GP-6). El registro en persona se aceptará en la puerta de la sala de juntas hasta las 5:35 pm el día de la reunión.

8. **Consentimiento para la acción**

Ponente: Vicepresidente Marcus LeGrand

Descripción: Los temas de rutina por naturaleza se colocan en la agenda de consentimiento. Cualquier tema colocado en el consentimiento para la acción puede removerse a petición de cualquier miembro de la junta antes del momento de tomarse una votación. Todos los temas restantes del consentimiento para la acción después se remueven de una sola vez.

A. Aprobación de actas de la reunión

Descripción: 12 de noviembre de 2024, reunión de negocios regular y 12 de noviembre de 2024, reunión especial; *Referencia: ORS 192.650 y ORS 332.057*

B. Aprobación de recomendaciones del personal

Descripción: Contrataciones recomendadas, renuncias y jubilaciones del personal administrativo, con licencia, clasificado y confidencial; *Referencia: ORS 332.505*

C. Aprobación de políticas de la junta

D. Aprobación de exención de vivienda económica

9. **Consentimiento para información**

Ponente: Dr. Steve Cook, Superintendente

Descripción: Los aspectos que son rutinarios por naturaleza y para propósitos informativos solamente se colocan en el consentimiento para información.

- A. Reporte: EL 4.6 - Nutrición de niños
- B. Seguimiento de los comentarios públicos
- C. Aprobación de políticas y regulaciones administrativas

10. **Reportes**

- A. Reporte comprensivo anual sobre Opciones de Aprendizaje Alternativas (ALO)/Escuelas Chárter del Distrito de Servicios Educativos de High Desert (HDESD)

Ponente: Lora Nordquist, Directora de Opciones de Aprendizaje Alternativas de HDESD

- B. EL 4.2: Compensación, desarrollo, evaluación y trato de empleados

Ponente: Steve Herron, Oficial Principal de Recursos Humanos

11. **Propuestas de acción**

- A. Comité del Presupuesto 2025-26

Ponente: Dan Emerson, Director Financiero

- B. Asociación de Juntas Escolares de Oregón (OSBA)

Ponente: Vicepresidente Marcus LeGrand

- 1. Elecciones de la Junta Directiva de la Asociación de Juntas Escolares de Oregón (OSBA)

Ponente: Vicepresidente Marcus LeGrand

- 2. Resolución para enmendar la lista de tarifas de membresía de la Asociación de Juntas Escolares de Oregón (OSBA)

Ponente: Vicepresidente Marcus LeGrand

- 3. Resolución de la Asociación de Juntas Escolares de Oregón (OSBA) para enmendar los estatutos de la OSBA en relación con la composición de la Junta Directiva

Ponente: Vicepresidente Marcus LeGrand

- 4. Resolución de la Asociación de Juntas Escolares de Oregón (OSBA) para enmendar los estatutos del 2023 de la OSBA

Ponente: Vicepresidente Marcus LeGrand

12. **Reporte de políticas y regulaciones administrativas**

- A. Políticas y regulaciones administrativas en revisión

Ponente: Dr. Steve Cook, Superintendente

Descripción: Lista de políticas y/o regulaciones que actualmente están bajo revisión por el distrito. Los comentarios públicos sobre las políticas en revisión se aceptan a partir del _____ a través de Google Forms.

13. **Reporte del Superintendente**

Ponente: Dr. Steve Cook, Superintendente

14. **Comentarios de miembros de la junta**

Descripción: Una oportunidad para que los miembros de la junta provean sus comentarios o reflexiones.

15. **Cierre de la reunión**

Descripción: La reunión se cerrará con la programación de la próxima reunión regular de la Junta Escolar para el 14 de enero de 2025.



ACTION ITEM: New Board Member Oath of Office

PRESENTED BY: Chair Marcus LeGrand

EXECUTIVE SUMMARY:

At the April 9, 2024, Regular Board Meeting, the Bend-La Pine Schools Board of Directors accepted the resignation of Zone 6 Director Melissa Barnes Dholakia. The Board interviewed three finalists during a Special Meeting on November 12, 2024. During the interview process, Ross Tomlin was selected and will be sworn into office today to fill the Zone 6 vacancy. His term will run through June 30, 2025.



Bend-La Pine Schools Board Member Oath of Office

New members must qualify by taking an oath of office before assuming the duties of the office.

"I, (state your name), do solemnly swear *(or affirm)* that I will support the Constitution of the United States, the constitution and the laws of the state of Oregon, and the policies of Bend-La Pine School District. During my term, I will faithfully and impartially discharge the responsibilities of the office to the best of my ability."

Legal reference: ORS 332.005



School Board Regular Meeting Minutes

Meeting Location:

Education Center, Board Room #314
520 NW Wall Street
Bend, OR 97703

Meeting Date: November 12, 2024

Board Members

Kina Chadwick:	Present
Cameron Fischer:	Present
Marcus LeGrand:	Present
Carrie McPherson Douglass:	Absent
Shirley Olson:	Present
Amy Tatom:	Present

1. Call to Order

Speaker(s): Chair Marcus LeGrand

Discussion: The meeting was called to order by Chair Marcus LeGrand at 5:31 pm.

2. Pledge of Allegiance

Speaker(s): Chair Marcus LeGrand

Discussion: The Pledge of Allegiance was led by Chair Marcus LeGrand.

3. Review of Agenda

Speaker(s): Chair Marcus LeGrand

Attachments: 11.12.24 Agenda - BORRADOR

Discussion: There were no changes to the agenda.

4. District Recognitions

A. Champion for Students Award

Speaker(s): Dr. Steve Cook, Superintendent

Discussion: Superintendent Cook recognized Ruth Uribe, Athletic Secretary at Cascade Middle School, for her calm and proactive response and the efforts she made to communicate and reconnect a non-English speaking student to her family. He shared that her actions reminded the community that anyone can step up in the service of students.

5. Student Advisory Council Report

Speaker(s): Student Voice Council Leadership

Discussion: Taylor Wirth from Bend High School, Finnegan Howell from Summit High School, and Lindsey Lewis from Mountain View High School, from the Student Voice Council joined alongside Daisy Chavez from Caldera High and the Latino Family Advisory. They highlighted the areas of data from the YouthTruth Survey that the Student Voice Council will be focusing on this year. Daisy Chavez spoke to the power of belonging to the Latino Family Advisory and shared information about the upcoming Latino Family Night on November 21st.

6. Public Comment

Speaker(s): Chair Marcus LeGrand

Description: Public Comment requests will be accepted by written submission only via Google Form until 8:00 a.m. the day following the meeting.

Discussion: Chair Marcus LeGrand noted that due to the special meeting to conduct interviews for the Zone 6 seat vacancy immediately following the regular meeting, the Board is only accepting public comment by written submission. The Google form will remain open until 8:00 am tomorrow, after which time all submissions will be forwarded to board members for review.

7. Consent Agenda

Speaker(s): Chair Marcus LeGrand

Description: Items that are routine in nature are placed on the Consent Agenda. Any item placed on the Consent for Action may be removed at the request of any Board member prior to the time a vote is taken. All remaining items of the Consent for Action are then disposed of in a single motion.

Action(s): I move to approve the Consent Agenda. This motion, made by Amy Tatom and seconded by Shirley Olson, Carried.

Voting Detail: Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Absent, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

A. Approval of Minutes

Description: October 8, 2024, Regular Business Meeting and October 22, 2024, Board Work Session; *Reference: ORS 192.650 and ORS 332.057*

Attachments: 10.8.24 Minutes – DRAFT and 10.22.24 Minutes – DRAFT

B. Approval of Personnel Recommendations

Description: Administrative, Licensed, Classified, and Confidential Staff Recommended Hires, Resignations, and Retirements; *Reference: ORS 332.505*

Attachments: Certified Board Report 11.12.24 and Classified Board Report 11.12.24

C. Resolution 1978: Property Tax Abatement

Attachments: Executive Summary: Property Tax Exemption and Resolution 1978: Property Tax Abatement NE 1st Street

D. Resolution 1979: Declaration of Land Surplus and Approval of Sale Methodology and Agreement

Attachments: Executive Summary: Declaration of Surplus and Sale of Real Property at Silver Rail Elementary School, Resolution 1979: Declaration of Land Surplus and Approval of Sale Methodology and Agreement, and Sale Agreement: Habitat for Humanity

8. Reports

A. Integrated Programs Annual Report

Speaker(s): Deputy Superintendent Birk

Attachments: Executive Summary: Integrated Programs Annual Report, Fall 2024 and Presentation: 2023-24 Integrated Programs Annual Report

Discussion: Deputy Superintendent Lisa Birk provided the annual Integrated Programs report regarding the district's different funding sources from the state. She noted the report covers nine different integrated programs with SIA and HSS being the primary programs. She reviewed the two narratives from the required report: outcomes and strategies in implementing the district's plan and the barriers/challenges to implementing the plan.

9. Superintendent's Report

Speaker(s): Dr. Steve Cook, Superintendent

Discussion: Superintendent Cook shared that district staff and local law enforcement completed an After Action Review regarding the incident at Pilot Butte Middle School and conversations are continuing. He noted that the Excellence in Education Awards have been presented to Scott Olszewski at La Pine High School for Administrator of the Year and Lauren Miller at Cascade Middle School for Educator of the Year. The Support Person of the Year will be presented next week. The new Employee Assistance Program has proven to be a valuable resource for our employees. He also shared that the first round of meetings for the staff advisory committees to increase stakeholder engagement are nearly complete.

10. Adjourn

Description: Meeting will be adjourned with next Regular School Board Meeting scheduled for December 10, 2024.

Discussion: Chair Marcus LeGrand adjourned the meeting at 6:06 pm.

Recorded by: Janet Bojanowski, Board Clerk

DRAFT: Pending Board Approval



School Board Special Meeting Minutes

Meeting Location:

Education Center, Board Room #314
520 NW Wall Street
Bend, OR 97703

Meeting Date: November 12, 2024

Board Members

Kina Chadwick:	Present
Cameron Fischer:	Present
Marcus LeGrand:	Present
Carrie McPherson Douglass:	Absent
Shirley Olson:	Present
Amy Tatom:	Present

1. Call to Order

Speaker(s): Chair Marcus LeGrand

Attachments: Agenda de la reunión especial de la Junta Directiva Escolar - BORRADOR

Discussion: The meeting was called to order by Chair Marcus LeGrand at 6:13 pm.

2. Action Items

A. Zone 6 Board Member Vacancy Interviews

Speaker(s): Chair Marcus LeGrand

Description: Final interviews for Zone 6 Board Member Seat Vacancy

Action(s): I move to nominate Ross Tomlin to fill the vacant Zone 6 board member seat. This motion, made by Amy Tatom and seconded by Cameron Fischer, Carried.

Voting Detail: Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Absent, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

Attachments: Berlin, Brandy – Redacted, Lynch, Jenn – Redacted, and Tomlin, Ross – Redacted

Discussion: Chair Marcus LeGrand noted that the purpose of the meeting is to interview three finalists for the vacant Zone 6 seat on the board of directors. Brandy Berlin and Jenn Lynch joined in person and Ross Tomlin, joined virtually. LeGrand noted that each finalist would have three minutes to provide an opening statement, two minutes per question to answer a series of eight questions, and then three minutes to provide a closing statement or ask any questions they may have. Board members took turns asking the questions, alternating between which finalists answered each question first.

Director Cameron Fischer noted she was impressed by all three finalists and all the candidates that applied for the vacancy and for their commitment to service. She appreciated that emotional well-being was a highlight.

Director Shirley Olson shared she was thankful for the opportunity to hear about the diverse experiences of the candidates and their commitment to students.

Director Amy Tatom thanked everyone for their commitment and willingness to serve.

Chair Marcus LeGrand encouraged all candidates to keep their voices in the community.

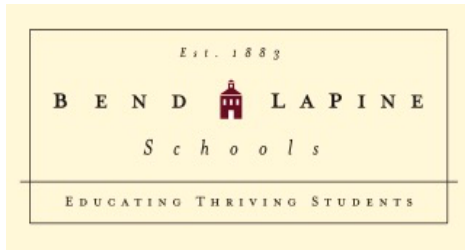
3. Adjourn

Description: Meeting will be adjourned with next Regular School Board Meeting scheduled for December 10, 2024.

Discussion: Chair Marcus LeGrand adjourned the meeting at 7:25 pm.

Recorded by: Janet Bojanowski, Board Clerk

DRAFT: Pending Board Approval



HUMAN RESOURCES

Education Center

*520 N.W. Wall Street
Bend, Oregon 97703-2699
(541) 355-1100
Fax: (541) 355-1109*

DATE: December 3, 2024
TO: Dr. Steven Cook, Superintendent
Board of Directors for Bend-La Pine Schools

FROM: Steve Herron, Chief Human Resources Officer

RE: Administrative and Licensed Recommended Hires, Resignations, and Retirees

The Human Resource Department recommends approval of the following hires, resignations and retirees at the school board meeting on December 10, 2024. All Hires are subject to successful drug testing, background check, and Oregon licensure.

CERTIFIED HIRES

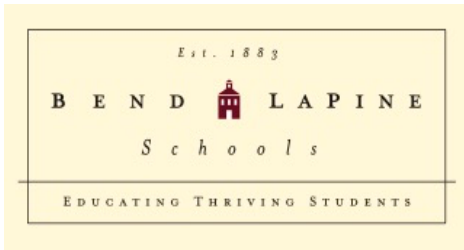
NAME	POSITION	LOCATION	STATUS	HIRE DATE
Gill, Paraskevi	Primary Teacher	Buckingham	Temp Full Time	11/18/2024
Kanae, Virginia	Learning Specialist	Mountain View HS	Temp Full Time	11/12/2024
Smith, Shawna	Learning Specialist	Elk Meadow Elementary	Temp Full Time	12/9/2024

CERTIFIED RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Adkins, Jeffery	Health/PE	Sky View Middle	08/28/1990 – 12/31/2024
Bowker, Natalie	Student Success Clinician	High Desert Middle	08/26/2024 – 12/31/2024
McNairy, Carol	Learning Specialist	Cascade Middle	09/01/1998-01/09/2025
Mills, Brynn	Student Success Coordinator	Silver Rail Elementary	08/26/2024-12/20/2024
Myers, Hannah	School Psychologist	Special Programs	08/28/2023-12/20/2024
White, Camille	Learning Specialist	Elk Meadow Elementary	08/30/2021-12/20/2024
Williams, Jennifer	Learning Specialist	Mountain View HS	08/19/2022-11/13/2024
Winslow, Kirstin	Primary Teacher	Lava Ridge Elementary	09/01/1998-12/31/2024
Winslow, Scott	Science Teacher	La Pine Middle School	09/01/1998-12/31/2024

CERTIFIED RETIRE/REHIRE

NAME	POSITION	LOCATION	REHIRE/END DATES
Adkins, Jeffery	Health/PE	Sky View Middle School	01/01/2025
Winslow, Kirstin	Primary Teacher	Lava Ridge Elementary	01/01/2025
Winslow, Scott	Science Teacher	La Pine Middle School	01/01/2025



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ADMINISTRATIVE HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE

ADMINISTRATIVE RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES

ADMINISTRATIVE RETIRE/REHIRES

NAME	POSITION	LOCATION	REHIRED/END DATES



HUMAN RESOURCES

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December 3, 2024

TO: Steve Cook, Superintendent
 Bend-La Pine School Board of Directors

FROM: Steve Herron, Chief Human Resources Officer
 Ryan Kelling, Executive Director of Human Resources

RE: Classified Recommended Hires, Classified & Confidential Resignations, and Classified Retirements

The Human Resources Department recommends approval of the following hires, resignations, and retirements at the School Board meeting on December 10, 2024.

Classified Hiring

Name	Position/Posting No.	Location	Temp/Regular Position	Hire Date
Ballantine, Bess	Media Manager	Bear Creek	Reg 7.0 hrs / day	12/02/24
Brandl, Medley	Data/Curriculum Secretary II	Summit	Reg 8.0 hrs / day	11/12/24
Burishkin, Melody	Nutrition Server I	Lava Ridge	Reg 3.75 hrs / day	11/07/24
Carbo, Joann	EA - Inclusion	Elk Meadow	Temp 3.0 hrs / day	12/02/24
Doyle-Langford, Kathleen	Curriculum Secretary II	Mountain View	Reg 8.0 hrs / day	11/20/24
Endler, Nicole	EA - Inclusion	Mountain View	Reg 7.0 hrs / day	11/22/24
Grogan, Rhea	EA – Student Success	High Lakes	Temp 4.0 hrs / day	12/02/24
Hailey, Amber	EA - Inclusion	Ensworth	Reg 6.5 hrs / day	12/13/24
Hatton, Kindra	Nutrition Server I	Ponderosa	Reg 3.75 hrs / day	11/07/24
Jackson, Morgan	EA - Inclusion	Three Rivers	Temp 6.5 hrs / day	11/15/24
Jones, Kenny	EA - Inclusion	Special Programs	Temp 7.0 hrs / day	12/05/24
Keeler, Martin	Custodial Crew I	Westside Village	Reg 8.0 hrs / day	11/14/24
Knox, Sam	EA - Inclusion	North Star	Temp 6.5 hrs / day	12/05/24
Leonard, Tina	EA - Instruction	Ponderosa	Temp 2.5 hrs / day	11/12/24
Makowski, Rachael	Nutrition Server I	Pine Ridge	Reg 3.75 hrs / day	11/12/24
Martin, Kristen	EA – Inclusion	Bend High	Temp 7.0 hrs / day	11/15/24



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Mixell, Brianna	Custodial Crew I	Bend High	Reg 8.0 hrs / day	11/14/24
Villanueva, Trista	Nutrition Server I	Elk Meadow	Reg 3.5 hrs /day	11/19/24
Walter, Sean	Custodial Crew I	Sky View	Reg 8.0 hrs / day	11/14/24
Woodward, Jane	EA – Inclusion	Pacific Crest	Temp 7.0 hrs / day	11/22/24

Classified Resignations

Name	Position	Location	Resign Date
Arechiga, Caroline	EA – Student Success	Lava Ridge	09/15/21 – 12/21/24
Bezzina, Kate	Nutrition Server I	RE Jewell	11/08/23 – 11/22/24
Campbell, Caleb	Safety & Security Monitor	Realms	09/01/20 – 11/23/24
Coble, Rhett	Campus Safety & Security Monitor	Mountain View	08/31/22 – 11/16/24
Coleman, Courtney	EA -- Instruction	RE Jewell	09/30/24 – 12/07/24
Ehlers, Denise	School Secretary I	Rosland	08/29/23 – 12/21/24
Jones, Madelynn	EA -- Inclusion	Caldera	09/05/23 – 12/21/24
Munch, Karina	Curriculum Secretary II	High Desert	06/01/21 – 01/11/25
O’Neal, Trevor	Consulting Registered Nurse	Student Services	04/03/23 – 01/31/25
Shapiro, Gabriel	EA – Inclusion	Bend High	09/02/08 – 11/20/24

Classified Retirements

Name	Position	Location	Retire Date

Classified Retire-Rehires

Name	Position	Location	Rehire Date
Cochran, Susan	SPED Bus Driver	Transportation	11/01/24 – 06/30/25

Classified Dismissals

Name	Position	Location	Term Date
Schock, Molly	Nutrition Server I	Pilot Butte	09/26/23 – 11/04/24



HUMAN RESOURCES

Education Center

520 N.W. Wall Street

Bend, Oregon 97703-2699

(541) 355-1100

Fax (541) 355-1109

Confidential Hiring

Name	Position/Posting No.	Location	Temp/Regular Position	Hire Date

Confidential Resignations

Name	Position	Location	Resign Date



ACTION: Approval of Resolution 1980: Declaration of Surplus and Sale of Real Property at Pacific Crest MS and Summit HS

PRESENTED BY: Paul Dean, Chief Operations Officer

EXECUTIVE SUMMARY:

Portions of Pacific Crest Middle School and Summit High School are unused and is no longer necessary for current or future district use. The property is approximately 2.48 acres as depicted on the attached Exhibit A (“Surplus Property”). The 2022 Sites and Facilities Plan stated that Staff should evaluate three options for this land: affordable/employee housing, parking for Summit HS, or the sale and return of the proceeds to the capital fund and present a recommendation to the Board for consideration. Staff evaluated these options and recommends the Board declare the land surplus to be used for affordable/employee housing.

As part of the evaluation, staff engaged with experts in the affordable housing industry, including legal experts. Due to the severe housing affordability challenges in the community and the increasing difficulty retaining Bend-La Pine School (BLS) employees due to those challenges, staff recommends that the Board declare the property surplus to sell the property for affordable housing.

In order to facilitate use of the property for affordable housing that has some preferences for BLS employees, staff evaluated the best method of selling the property. Staff concluded the best method is to use a Request for Proposal (RFP) process to determine the best suited affordable housing developer and sell to that entity at less than fair market value. Affordable housing is only viable in the current market if it is subsidized through a mix of grants, donations, tax credits and obtaining land at less than current market value. Staff recommends the sale at the estimated cost of \$20,000 for expenses to facilitate the goal of providing affordable housing with preferences for BLS employees.

Staff issued a Request for Proposals from affordable housing providers to propose affordable housing with some preference for Bend-La Pine School employees. The RFP process resulted in a recommended buyer, Bend-Redmond Habitat for Humanity, Inc. (Habitat). A sale agreement has been negotiated. The sale price is \$20,000. The sale terms include provisions that require Habitat to obtain all necessary land use and permits for the construction of 15 single family homes (the number subject to land use), using a land lease model so the home remain affordable for 99 years, construction of the development, and preferences for BLS employees as described on the attached Exhibit B. In summary, BLS employees who have incomes at or below 80% of Area Median Income (AMI) will have first priority, and then if there are any remaining homes, Habitat will open the process up to others using their established preference process. 5 of the 15 houses will be reserved for employees for future sales.

Staff recommends approval.

Recommendation:

We recommend approval of resolution 1980.

Exhibit A

Depiction of Pacific Crest/Summit Surplus Property





Administrative School District No. 1

Resolution No. 1980: Declaration of Land Surplus and Approval of Sale Methodology and Agreement

WHEREAS, Bend-La Pine Schools (BLS) owns approximately 2.48 Acres of unused property at Pacific Crest Middle School and Summit High School;

WHEREAS, BLS has no plans to use this property and it is no longer necessary for current or future district use;

WHEREAS, the 2022 Sites and Facilities Plan stated that Staff should evaluate three options for this land: affordable/employee housing, parking for Summit HS, or the sale and return of the proceeds to the capital fund and present a recommendation to the Board for consideration. Staff evaluated these options and recommends the Board declare the land surplus to be used for affordable/employee housing;

WHEREAS, in order to facilitate use of the property for affordable housing that has some preferences for BLS employees, the best method of property disposal is through the use of a Request for Proposal (RFP) process to determine the best suited affordable housing developer and sell to that entity at less than fair market value;

WHEREAS, It is in the best interest of BLS to declare this property Surplus and employ the RFP methodology for sale;

WHEREAS, the RFP process selected Bend-Redmond Habitat for Humanity, Inc. as the successful proposer and a contract was negotiated for sale, subject to Board Approval

BE IT RESOLVED that the Board of Directors of Administrative School District No. 1, Deschutes County, declare the following land surplus and sell to an affordable housing developer through an RFP process at less than fair market value:

“The approximately 2.48 Acres of property located at Pacific Crest Middle School and Summit High School depicted on attached Exhibit A.”

Moved by _____

Second by _____

Yes votes _____

No votes _____

Dated this 10th day of December 2024.

Chair

Vice Chair

Attest: _____
Board Secretary

Exhibit A

Depiction of Pacific Crest MS/ Summit HS Surplus Property



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made and entered into effective on _____ 2024 (the “**Effective Date**”), by and Administrative School District No.1, Deschutes County (“**BLS**”)(“**Seller**”), whose address is 520 NW Wall, Bend, OR 97703 and Bend-Redmond Habitat for Humanity, Inc. (“**Buyer**”), whose address is 224 NE Thurston Ave., Bend, Oregon 97701.

RECITALS:

- A. Seller is the owner of certain property located in the City of Bend, Oregon, more particularly described and defined in this Agreement.
- B. Seller desires to sell the property described and defined in this Agreement to Buyer, and Buyer desires to purchase such property from Seller, upon the terms set forth in this Agreement and summarized for ease of reference by the following (the “**Basic Provisions**”):
 - I. Buyer’s Tax ID No.: 93-1004012
 - II. Title Company: Western Title and Escrow, Bend
 - III. Purchase Price: \$20,000
 - IV. Earnest Money Deposit: \$5,000
- C. Seller owns real property located in Bend, Oregon, legally described on Attached Exhibit A (“**School Property**”).
- D. A portion of the School Property is surplus and is approximately 2.48 acres as depicted on the Attached Exhibit B (“**Surplus Property**”). The parties intend for Buyer to develop the Surplus Property for affordable housing. Buyer intends to seek land use approvals for such development including a partition to legally create the Surplus Property.
- E. Subject to the terms and conditions contained in this Agreement, Buyer desires to purchase the Surplus Property from Seller (the “**Transaction**”).

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. RECITALS

The recitals are hereby incorporated into this Agreement by reference.

2. SALE OF SURPLUS PROPERTY

2.1 Purchase Price. The purchase price for the Surplus Property is \$20,000 (the “**Purchase Price**”) Buyer will pay the Purchase Price as follows: By December 31, 2024 Buyer will pay an earnest

money deposit in the amount of \$5,000 (“**Earnest Money**”) Western Title and Escrow (the “**Title Company**”); and (b) Buyer will pay the balance of the Purchase Price at Closing. The Title Company will invest the Earnest Money in a federally-insured interest-bearing deposit account and will maintain the account until the Earnest Money is returned or paid in accordance with this Agreement. Any interest earned on the Earnest Money will be disbursed with the Earnest Money as provided in this Agreement and credited to the Purchase Price at Closing.

3. SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

3.1 Authority; Binding Obligation; No Conflicts. Seller has full power and authority to sign and deliver this Agreement and to perform all of Seller’s obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement referenced herein, constitute a valid and binding agreement of Seller. Seller’s execution, delivery, and performance of this Agreement, and any agreement referenced herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Title to Surplus Property. Seller has or will have prior to Closing good title to the Surplus Property free and clear of any lien, mortgage, pledge, or security interest. Seller will transfer and convey the Surplus Property to Buyer free and clear of any and all Encumbrances except for the Permitted Closing Encumbrances and the deed restricted reversionary clause described below. For purposes of this Agreement, “**Encumbrance(s)**” means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, or other encumbrance.

3.3 Compliance with Laws. To the Knowledge of Seller, the School Property is in compliance with any and all Legal Requirements. To the Knowledge of Seller, no event has occurred or circumstances exist that may result in Seller and/or the School Property’s failure to comply with any Legal Requirement. Seller and/or the Property are not subject to any judgment and/or order and there are no actions, judgments, suits, audits, hearings, proceedings, orders, investigations, and/or claims pending or threatened against Seller and/or the School Property (or any portion thereof), including, without limitation, any pending or threatened condemnation proceeding, whether at law or in equity, or before or by any governmental department, commission, board, bureau, agency, and/or instrumentality. “**Legal Requirement(s)**” means any and all laws, statutes, ordinances, codes, regulations, orders, rules, covenants, conditions, easements, declarations, leases, liens, and restrictions directly or indirectly affecting or concerning the ownership, use, condition, maintenance, leasing, and/or operation of all or any part of the School Property, including, without limitation, all Environmental Laws (as defined below). For purposes of this Section 3, “**Knowledge of Seller**” means the actual knowledge of all of Seller’s members, partners, and representatives.

3.4 Environmental. Seller shall within ten (10) calendar days deliver to Buyer complete copies of any and all environmental reports, studies, analyses, surveys, tests, and site assessments relating to the Surplus Property in Seller or any member of Seller’s possession, all without representations or warranties of any kind or nature whatsoever and also on the express condition that Buyer may not rely on such reports, etc. without obtaining assurances from the preparers (at Buyer’s cost and expense). Seller is not a party to any contract, settlement agreement, or other similar arrangement that requires or may require Seller to have any liability or obligation of any kind arising out of any Environmental Law related to the Surplus Property. Seller has not received any verbal and/or written notice from any governmental authority or other person regarding any actual, alleged, or potential failure of the Surplus Property to

comply with any Environmental Law. No action, arbitration, audit, hearing, investigation, litigation, suit, or other proceeding is pending or, to the Knowledge of Seller threatened against Seller or the Surplus Property relating to the failure of the Surplus Property to comply with any Environmental Law. To the Knowledge of Seller: (a) no Hazardous Substance is present on the Surplus Property in violation of any Environmental Law; (b) no Hazardous Substance has been spilled, discharged, and/or otherwise released on or into the Surplus Property; and (c) no underground storage tank is present on the Surplus Property.

As used in this Agreement, the term “**Environmental Law(s)**” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

3.5 Non-Foreign Person. Seller is not a “foreign person” for purposes of Internal Revenue Code Section 1445.

3.6 Accuracy of Representations and Warranties. None of Seller’s representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

3.7 Disclaimers. SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE SURPLUS PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, SELLER MAKES, AND WILL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO:

- (a) MATTERS OF TITLE,
- (b) ZONING,
- (c) TAX CONSEQUENCES,
- (d) PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE, AND FURTHER INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE AND COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN WATER ACT, THE SOLID WASTE DISPOSAL ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE OIL POLLUTION ACT, THE FEDERAL CLEAN AIR ACT, THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER AND ALL APPLICABLE LOCAL LAWS, ORDINANCES, AND REGULATIONS (HEREIN COLLECTIVELY CALLED THE “**ENVIRONMENTAL LAWS**”)),

4. BUYER’S REPRESENTATIONS AND WARRANTIES

4.1 Buyer Representations and Warranties. Buyer has full power and authority to sign and

deliver this Agreement and to perform all of Buyer's obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement contemplated herein, constitute a valid and binding agreement of Buyer, enforceable in accordance with its terms. Buyer's execution, delivery, and performance of this Agreement, and any agreement contemplated herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 No Brokers or Finders. Buyer has not retained the services of a real estate broker or agent in connection with this Agreement or the Transaction, nor incurred any liability or obligation, whether contingent or otherwise, for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement or the Transaction.

4.3 Accuracy of Representations and Warranties. None of Buyer's representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

4.4. Affordable Housing Deed Restriction and Right of Reverter. Buyer shall develop the Surplus Property in accordance with the Proposal submitted to Seller in response to Sellers Request for Proposal SOLICITATION NO: 24-1009-01. Buyer shall develop the Surplus Property as affordable housing available to persons who fall within the Area Median Income (AMI) levels: Under 80% AMI; that provides for preference for qualifying BLS employees as described in the Housing Preference Criteria attached as Exhibit C, which may be modified by mutual agreement. Any housing must comply with HUD fair Housing laws. This provision shall survive closing.

4.5 The conveyance Deed shall contain the following Right of Reverter clause: "Grantor conveys the Property to Grantee, so long as Grantor constructs and maintains, for 99 years, affordable housing available to persons who fall within the Area Median Income (AMI) levels: Under 80% AMI; that provides for preference for qualifying BLS employees as described in the Housing Preference Criteria attached as Exhibit C, which may be modified by mutual agreement (Affordable Housing Project). Grantor shall have the additional right of reverter if Grantee fails to construct and maintain the Affordable Housing Project, then Grantor shall have the right, at its option, to reenter and take possession of the Property with all improvements thereon."

5. BUYER'S DUE DILIGENCE, CONDITIONS TO CLOSING, OBLIGATIONS OF SELLER AND BUYER

5.1 Preliminary Title Report. Within ten (10) calendar days after the Effective Date, Seller will order and when received, deliver to Buyer, at Seller's cost and expense, a preliminary title report showing the condition of the title to the School Property, together with complete and legible copies of all exceptions listed therein (collectively, the "**Preliminary Commitment**"). Buyer will have no more than thirty (30) calendar days after Buyer's receipt of the Preliminary Commitment within which to give notice in writing to Seller (the "**Notice of Unpermitted Exceptions**") of Buyer's disapproval of any exceptions shown in the Preliminary Commitment. If Buyer fails to provide Seller the Notice of Unpermitted Exceptions within the thirty (30) day period, Seller will provide Buyer a written notice (the "**Title Notice**"). If Buyer fails to respond within ten (10) calendar days of the Title Notice, all exceptions set forth in the Preliminary Commitment will be Permitted Closing Encumbrances (as defined below). If Buyer timely provides Seller the Notice of Unpermitted Exceptions, Seller will notify Buyer in writing (the "**Notice of Response**") within ten (10) calendar days after Seller's receipt of the Notice of Unpermitted Exceptions whether Seller is willing and able to remove the unpermitted exceptions identified in the Notice of Unpermitted Exceptions (as determined by Seller in its sole discretion). If Seller is willing and able to remove such unpermitted exceptions, Seller will do so at or prior to Closing.

If Seller is not willing or is unable to remove such unpermitted exceptions, Buyer may, by written notice to Seller (the “**Notice of Decision**”) within ten (10) calendar days after Buyer’s receipt of the Notice of Response, exercise any of the following rights or remedies: (a) Buyer may terminate this Agreement, in which event the Earnest Money will be returned to Buyer and thereafter neither party will have any further rights, remedies, and/or obligations with respect to the Surplus Property, except those intended to survive termination of this Agreement; (b) Buyer may accept the unpermitted exceptions that Seller is unwilling or unable to remove; or (c) Buyer may, with the written consent of Seller (which Seller will not unreasonably withhold), attempt to remove the unpermitted exceptions or any of them at Buyer’s sole cost and expense and without a reduction of the Purchase Price, in which event Seller agrees to cooperate with Buyer so long as Seller does not have to incur any costs or expenses or attend any meetings. If Buyer fails to deliver the Notice of Decision to Seller within said ten (10) calendar day period, then Seller shall provide Buyer with a written notice. If Buyer does not provide a written waiver of the unpermitted exceptions, Buyer is deemed to have rejected the unpermitted exceptions that Seller did not agree to remove in the Notice of Response and this Agreement will terminate and the Earnest Money will be returned to Buyer.

Within ten (10) calendar days after approval of the partition creating the Surplus Property, Seller will update the Preliminary Commitment to include only the Surplus Property and deliver a copy to Buyer. In the event that the updated Preliminary Commitment shows any new exceptions, Buyer shall have the right (exercised in its reasonable discretion, provided that Buyer shall have the right to refuse any new exception(s) related in any way to any monetary consideration impacting Buyer in Buyer’s sole discretion) to object to any of such new exception(s) (but not to any exceptions that appeared in the original Preliminary Commitment) within thirty (30) calendar days after receipt of the updated Preliminary Commitment, in which event the remaining terms and procedures set forth in the preceding Section shall apply.

The term “**Permitted Closing Encumbrances**” means any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) to which Buyer does not object to within the time period(s) required by this Section 5.1; any unpermitted exceptions appearing in the Notice of Unpermitted Exceptions that Seller does not agree to cure in the Notice of Response; any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) caused by Buyer; and any matters that would be disclosed on an accurate survey of the Surplus Property (unless Buyer obtains an accurate survey of the Surplus Property prior to Closing).

5.2 Inspection of Surplus Property, Seller’s Cooperation, and Environmental Report. Buyer will have sixty (60) calendar days commencing from the Effective Date (the “**Due Diligence Period**”) within which to complete an inspection and examination of the Surplus Property for the purpose of Buyer’s investigation of the Surplus Property and decision to consummate the Transaction, at Buyer’s sole discretion. This inspection and examination may include, without limitation, an inspection and examination of the following: (a) the Surplus Property’s physical condition; (b) the presence or absence of any Hazardous Substances; (c) the availability of government permits and approvals; (d) the feasibility of the Surplus Property for Buyer’s intended purpose; and/or (e) Seller’s contracts, governmental authorizations, and any other documentation directly related to the Surplus Property and which will run with the Surplus Property after the Closing. During the Due Diligence Period and during the term of this Agreement, Buyer is permitted to make inquiries, conduct meetings, and file land use applications with the appropriate governmental agencies regarding the potential development of the Surplus Property. If requested by Buyer, Seller agrees to cooperate with Buyer’s efforts to obtain entitlements for the Surplus Property so long as Seller does not have to incur any costs or expenses. During the Due Diligence Period, Buyer may obtain at Buyer’s cost and expense a Level I Environmental Site Assessment (“**Environmental Report**”) related to the Surplus Property and conduct other studies and/or

investigation(s) including, without limitation, geotechnical investigation and sampling. All of the provisions in this Section 5.2 are for Buyer's benefit and may be waived by Buyer at any time in Buyer's sole discretion.

Prior to entry on the Surplus Property, Buyer shall provide Seller with evidence that Buyer maintains commercial general liability insurance with limits of loss of at least \$2,000,000 combined single limit for personal injury and property damage, and that Seller is an additional insured on such insurance policy. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all costs, losses, damages, expenses, liabilities, actions, liens or claims (including reasonable attorney's fees at trial and on appeal) arising from or related to entry on the Surplus Property by Buyer or any agent, employee, contractor or invitee of Buyer. Buyer also agrees to restore the Surplus Property to the condition it was in prior to entry thereon by Buyer or any agent, employee, contractor or invitee of Buyer. Buyer's obligations herein shall survive the Closing or termination of this Agreement.

As used in this Agreement, the term "**Hazardous Substance(s)**" means any hazardous, toxic, infectious, and/or radioactive substance, waste, or material as defined, controlled, or listed by any Environmental Law, including, without limitation, petroleum oil and its fractions.

5.3 School Board Approval. As an express condition to Closing, Seller must have obtained, on terms and conditions satisfactory to Seller's sole and absolute discretion, final School Board approval on or before December 31, 2024 ("**School Board Approval**"). If Seller has not obtained School Board Approval by this date, then this Agreement shall automatically terminate and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Surplus Property or the other party, except for any obligations which survive termination of this Agreement.

5.4 Partition By May 31, 2025 Buyer shall prepare and file, at Buyer's cost and expense, an application for a tentative Partition to create the Surplus Property parcel along with all necessary land use applications for approval of the affordable housing development proposed in response to Seller's Request for Proposals dated October 9, 2024 ("**Land Use Application**"). Seller shall cooperate with Buyer, at no cost to Seller, to obtain approval of the Land Use Application, including signing applications, plats and other submittals as the owner of the School Property.

5.5 Improvements.

5.5.1 Buyer will construct, at Buyer's cost and expense, the required improvements contained in the Land Use Applications' conditions of approval ("**Improvements**").

5.5.2 Buyer shall use Buyer's best efforts to complete the Improvements on or before December 31, 2028. The obligations in this Section shall not merge with the Deed and shall survive the Closing.

6. CLOSING

6.1 Closing Date. The closing of the Transaction (the "**Closing**") will take place in escrow at Title Company within ten (10) calendar days after recording of the Partition plat establishing the Surplus Property. If Closing does not occur on or before October 31, 2026, Seller may terminate this Agreement and refund Buyer's Earnest Money and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Surplus Property or the other party, except for any obligations which survive termination of this Agreement (the "**Closing Deadline**"). The exact day of the Closing (the "**Closing Date**") will be determined by Buyer with at least five (5) calendar days' prior written notice to Seller.

6.2 Buyer Obligations. At the Closing, Buyer will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) the amount specified in Section 2.1, subject to adjustment as provided in this Agreement; (b) a buyer's closing statement; (c) the Deed Restriction and (d) any other documents reasonably required by the Title Company to complete the Closing.

6.3 Seller Obligations. At the Closing, Seller will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) a Statutory Warranty Deed, subject to only the Permitted Closing Encumbrances (the "**Deed**") and the Right of Reverter clause provided in Paragraph 4.5 above; (b) a nonforeign affidavit for purposes of Internal Revenue Code § 1445; (c) the appropriate Oregon withholding tax forms; (d) a seller's closing statement; and (e) any other documents reasonably required by the Title Company to complete the Closing. At the Closing, Seller shall deliver exclusive possession of the Surplus Property to Buyer.

6.4 Prorations; Closing Costs, Deferred Forest taxes. Any utilities, rents, real estate taxes and assessments, and other similar expenses with respect to the Surplus Property will be prorated between Seller and Buyer as of the Closing Date. The proration will be made at the Closing to the extent possible. The Buyer shall pay any deferred Forest Taxes.

Buyer will pay all escrow fees and the premium for a standard coverage title insurance policy. Buyer will pay the premium for extended title insurance coverage and for endorsements to the title insurance policy (if desired by Buyer), and the fee to record the Deed.

6.5 Title Insurance. Within ten (10) calendar days after the Closing Date, Title Company will furnish Buyer with an ALTA standard form Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer as the fee simple owner of the Surplus Property subject only to Title Company's standard preprinted exceptions and the Permitted Closing Encumbrances. Buyer may obtain, at Buyer's cost any extended title insurance coverages or endorsements requested by Buyer.

6.6 Disclosure. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3, AT THE CLOSING, BUYER WILL PURCHASE THE SURPLUS PROPERTY SUBJECT TO: (1) ALL LATENT AND PATENT DEFECTS, ERRORS AND OMISSIONS IN THE SURPLUS PROPERTY; (2) ANY FAILURE OF THE SURPLUS PROPERTY OR ANY PART OR PORTION THEREOF TO COMPLY WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENT, LAW OR REGULATION; AND/OR (3) ANY FAILURE OF THE SURPLUS PROPERTY OR ANY PART OR PORTION THEREOF TO BE USABLE FOR ANY PRESENT OR EXPECTED USE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER IN SECTION 3, AT THE CLOSING BUYER WILL PURCHASE THE SURPLUS PROPERTY "AS-IS", ON A "WHERE-IS" BASIS, AND "WITH ALL FAULTS."

7. TERMINATION AND DEFAULT

7.1 Termination. This Agreement will terminate upon the earliest to occur of the following: (a) upon notice from Buyer to Seller if Closing has not occurred by the Closing Deadline; (b) upon written notice from Buyer to Seller pursuant to the terms of Section 5.1 or 5.2; or (c) automatically pursuant to the terms of Section 5.3. Upon termination pursuant to this Section 7.1, the Earnest Money will be returned to Buyer and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Surplus Property or the other party, except for any obligations which survive termination of this Agreement.

7.2 Seller Default. If Seller breaches and/or otherwise fails to perform any of Seller's obligations contained in this Agreement, time of payment and performance being of the essence, Buyer will have any and all remedies available at law or in equity, including the right of immediate ex parte pre-judgment relief as provided by the Oregon Rules of Civil Procedure (without posting a bond or other surety). Notwithstanding the foregoing, Buyer shall not be entitled to recover from punitive damages. All available remedies are cumulative and may be exercised singularly or concurrently. This provision will not merge into the Deed and will survive the Closing.

7.3 Buyer Default. If Buyer breaches and/or otherwise fails to perform any of Buyer's obligations contained in this Agreement, time of payment and performance being of the essence, Seller will have the right, upon written notice to Buyer, to terminate this Agreement and retain the Earnest Money as liquidated damages and as Seller's sole remedy against Buyer for such breach; provided, however, that this limitation of remedies does not apply to Buyer's indemnity or restoration obligations under Section 5.2.

7.4 Notice of Default. Prior to declaring a party in default under this Agreement, the non-defaulting party will provide the defaulting party ten (10) calendar days' prior written notice (the "**Default Notice**") specifying with reasonable particularity all defaults under this Agreement that the non-defaulting party believes exist. The defaulting party will have the right to cure the alleged defaults within ten (10) calendar days after receipt of the Default Notice to avoid any breach under this Agreement. Notwithstanding the foregoing to the contrary, the above notice and cure period shall not apply to a party's failure to close on the noticed date of the Closing as determined by Section 6.1.

7.5 Remedies. Seller acknowledges that the remedies available at law for any breach of this Agreement by Seller will, by their nature, be inadequate. Accordingly, Buyer may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without posting a bond or other surety.

8. CONDEMNATION

If, prior to the Closing, all or any material portion of the Surplus Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer of such fact in writing. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller. Upon such termination, the Title Company shall return the Earnest Money plus any accrued interest thereon to Buyer and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking by condemnation and Buyer shall be deemed to have accepted the Surplus Property subject to the taking without reduction in Purchase Price.

9. ADDITIONAL SELLER COVENANTS

Seller covenants to Buyer as follows:

9.1 Restrictions on Transfer and Contracts. Until the Closing or termination of this Agreement, Seller will not Transfer the Surplus Property or any interest in the Surplus Property without the prior written consent of Buyer, provided Seller may transfer to an entity owned or controlled by Seller's member provided that any transfer shall not relieve Seller of any of its obligations pursuant to this

Agreement and/or any related agreements to be entered into at Closing. Until the Closing or termination of this Agreement, Seller will (a) own and use the Surplus Property and perform all of Seller's obligations under all contracts included in the Surplus Property only in the ordinary course of Seller's business, (b) Seller will not enter into any contracts and/or amend, modify, alter, change, extend, and/or assign any contracts (and/or the terms and/or conditions of such contracts) concerning the Surplus Property without Buyer's prior written consent, and (c) Seller will perform all of Seller's liabilities and obligations under all contracts to which Seller is a party related to the Surplus Property. For purposes of this Section 9.1, "**Transfer**" means (a) any transfer, including, without limitation, any sale, exchange, gift, assignment, Encumbrance, foreclosure of an encumbrance, or attachment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, and (b) any contract involving the lease or use of all or any portion of the Surplus Property.

9.2 Seller's Best Efforts. Seller will use Seller's best efforts to effectuate the Transaction and will do all acts and things as may be required to carry out Seller's obligations under this Agreement. Seller will obtain all consents, authorizations, and approvals that Seller is required to obtain to effectuate the Transaction.

9.3 Notification. Until the Closing or termination of this Agreement, Seller will promptly notify Buyer of (a) any material breach by Seller of any representation or warranty in Section 3, (b) the occurrence after the Effective Date of any fact or condition that would cause Seller to breach any representation or warranty in Section 3 if the representation or warranty were made as of the date of the occurrence, (c) any material breach by Seller of any covenant in this Agreement, and/or (d) any event that makes the satisfaction of any condition in Section 5 impossible or unlikely.

9.4 Rights Not Exclusive. Buyer's remedies under this Agreement will not be affected by any investigation that Buyer has completed or conducted or by any knowledge that Buyer has acquired.

10. GENERAL PROVISIONS

10.1 Survival and Time of Essence. All representations and warranties made in this Agreement will survive the Closing of the Transaction for a period of three (3) years and will not merge into the Deed. Time is of the essence with respect to each and every obligation of the parties hereunder.

10.2 Attorney Fees. With respect to any dispute arising from or relating to this Agreement (even if such dispute arises after the Closing), or if a suit, action, arbitration, appeal, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

10.3 Binding Effect and Notices. Subject to Section 9.1, this Agreement will be binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

10.4 Entire Agreement and Severability. This Agreement sets forth the entire understanding of the parties with respect to the Transaction. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Transaction. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

10.5 Governing Law, Venue, and Dispute Resolution. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the parties to this Agreement or the subject matter of this Agreement. Any action or proceeding arising out of this Agreement will be litigated in the circuit court of Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a “**Dispute**”), Buyer and Seller will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be resolved as provided in this Agreement.

10.6 Arbitration. If any claim, dispute, or controversy arising out of or related to this Agreement occurs, the dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of real estate law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred including arbitration fees, attorney fees, expert fees, and all costs and expenses

10.7 Execution; Counterparts; Time. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic transmission of any signed original document will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronically transmitted signatures by signing and delivering an original document. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Agreement, a “business day” means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s).

10.8 Person and Interpretation. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The word “shall” is mandatory and not optional. The titles,

captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.9 Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.10 Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

10.11 Further Assurances; Assignment; Waiver. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. Neither party may assign or delegate any of the party's rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may not unreasonably withhold, delay, or condition. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

10.12 Expenses. Except as otherwise provided in this Agreement, each party will bear the party's own fees, costs, and expenses incurred in connection with the Transaction, including, without limitation, the performance of this Agreement and the other agreements and documents relating to the Transaction.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and effective as of the Effective Date.

Seller:

Bend-La Pine Administrative School District No. 1

By: Daniel Emerson
Its: Chief Financial Officer

Dated: _____

Buyer:

Bend-Redmond Habitat for Humanity, Inc.

By: Carly Colgan
Its: Chief Executive Officer

Dated: _____

Exhibit A
Legal Description of School Property

Pacific Crest MS:

A portion of the Southeast one-quarter of Section 35, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Parcel 2 of Partition Plat 2007- 83 _____, recorded AS INSTRUMENT NO. 2007-65925
in Deschutes County Official Record.

Summit HS:

LEGAL DESCRIPTION
New Tax Lot 17113600-400

A parcel of land being a portion of the West one-half of Section 36, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, City of Bend, Oregon, more particularly described as follows:

Commencing at a 2" iron pipe at the west one-quarter corner of Section 36, thence along the west line of said Section 36, South 00°18'34" West, 83.70 feet to the TRUE POINT OF BEGINNING; thence leaving said west line North 64°16'11" East, 216.88 feet, to a point of curvature; thence along the arc of a 680.00 foot radius curve to the right, through a central angle of 25°57'29", an arc length of 308.08 feet (the chord of which bears North 77°14'56" East, 305.45 feet); thence South 89°46'19" East, eighty feet (80') north of and parallel with the east-west center section line of said Section 36, 1236.09 feet to the westerly right-of-way of Mt. Washington Drive as dedicated to the City of Bend in volume 1999, page 39979 of Deschutes County records and a point of non-tangent curvature; thence along said westerly right-of-way, along the arc of a 790.00 foot radius non-tangent curve to the left, through a central angle of 5°53'18", an arc length of 81.19 feet (the chord of which bears South 09°26'25" East, 81.15 feet) to said east-west center section line; thence leaving said westerly right-of-way and along said center section line, North 89°46'19" West, 717.04 feet; thence South 00°00'00" West, 300.53 feet to a point of curvature; thence along the arc of a 300.00 foot radius curve to the left, through a central angle of 75°00'00", an arc length of 392.70 feet (the chord of which bears South 37°30'00" East, 365.26 feet); thence South 75°00'00" East, 53.12 feet; thence South 00°18'37" West, 1051.15 feet, to a point of non-tangent curvature; thence along the arc of a 1573.00 foot radius non-tangent curve to the right; through a central angle of 12°47'44", an arc length of 351.29 feet (the chord of which bears South 82°09'28" West, 350.56 feet); thence South 88°24'00" West, 955.63 feet, to the west line of said Section 36; thence along said west line, North 00°18'34" East, 1650.28 feet, to the TRUE POINT OF BEGINNING.

Exhibit B

Depiction of Surplus Property



Exhibit C

Employee Preference Policy for Bend-La Pine Schools (BLS) Employees

This policy aims to outline the preference structure for Bend-La Pine Schools (BLS) employees in the homeownership application process with Bend-Redmond Habitat for Humanity (BRHFH) at the Skyline Crossing development, ensuring BLS employees receive priority access to affordable homeownership opportunities.

1. Eligibility Criteria for BLS Employees:

BLS employees must meet the general eligibility requirements for lending, including but not limited to:

- Minimum credit score as required by lending guidelines.
- Debt-to-income ratio compliant with applicable lending criteria.
- First-time homebuyer status.
- Residency in the state of Oregon.
- Contribute \$2,000 toward closing costs.
- If liquid assets exceed \$20,000, contribute a percentage towards down payment.
- Willing to complete Habitat's Homeownership Program.
- Employees must have been employed by BLS for 2 years, as validated by the school district.

2. Income Targeting and Prioritization:

- Applications will be open specifically to current BLS employees who fall within the following 80% of Area Median Income (AMI) levels:

3. Application and Scoring Process:

- The first application round will be initiated exclusively for BLS employees.
- In the event of equally qualified applicants for limited spots, the following tiebreaker preferences will be applied:
 - Priority will be given to first-generation homebuyers.
 - If the tiebreaker remains unresolved, a lottery will be conducted to select the remaining spots.

4. Post-BLS Application Process:

- After qualified BLS employees have been placed, any remaining homes will be made available to the general public through Habitat's standard homeownership application process.

5. Long-term Housing Affordability and Resale:

- BRHFH will retain ownership of the land through a 99-year renewable land lease, ensuring long-term affordability.
- Employer-based deed restrictions will be applied to 5 out of the 15 homes, ensuring they remain available to BLS employees upon resale. BLS employees will continue to receive preference in future sales of these homes.

6. Monitoring and Compliance:

- BRHFH will regularly review compliance with this policy and ensure that eligible BLS employees are given preference in alignment with the stated criteria.
- BLS will be responsible for validating employee eligibility, including confirming probation completion and employment status at the time of application.



ACTION: Approval of Resolution 1981: Property Tax Abatement

PRESENTED BY: Dan Emerson, Chief Financial Officer

EXECUTIVE SUMMARY:

The City of La Pine received a request for property tax exemption for a property located at 51771 Huntington Rd. La Pine, OR 97739. The exemption is for an affordable housing project located in La Pine, OR. The project will deliver 60 units for rent to persons earning at or below 60% of the area median income (AMI). This project is utilizing the Oregon Affordable Housing Tax Credit Program (OAHTC), which allows the rents to drop closer to 50% AMI levels, while keeping the income threshold at 60% AMI. The development will consist of nine 2-story buildings, spanning the entirety of the 4.7-acre parcel. The garden style community will provide a community building, resident service program rooms, community gardens, tot lot, sport court, and ample parking. The developer is using sustainable building technologies allowing ownership to pay for utilities, and they have partnered with NeighborImpact to provide residential services such as adult and child education, health and wellness, and financial literacy. NeighborImpact will work with the Latino Community Association in an effort to make the community program culturally relevant to all. A site plan for the apartments can be found at the end of this executive summary.

This exemption request is pursuant to ORS 307.515 to 307.523. The Board has approved similar requests in the past. The last one was for property located at 1565 NE 1st Street, Bend OR, for a mixed-use development which included 5 residential units designated for low-income housing at or below an income threshold of 60% AMI.

This tax exemption is different than the program developed by the City last year referred to as MUPTE. The City has paused the MUPTE program. The main differences between this type of exemption and the MUPTE program are:

1. This property tax exemption with the Qualified Exemption is for true Affordable Housing, at 60% AMI, pursuant to ORS 307.515.
2. Rent must be shown to pass down dollar for dollar in rent savings to the eligible households.
3. It is for a 20-year exemption of land and improvements that qualify.

Recommended Motion:

I move to approve Resolution 1981.



Administrative School District No. 1

Resolution No. 1981: Property Tax Abatement

WHEREAS, Bend-La Pine Schools has received a request to abate its portion of property taxes for a period of 20 years for affordable housing for 60 residential units located at 51771 Huntington Rd. La Pine, OR 97739.

WHEREAS, ORS 307.515 – 307.523 permits local taxing authorities to exempt property taxes for qualifying affordable housing projects for a period of 20 years; and

WHEREAS, the request has been reviewed by district staff to verify minimal future financial impacts to the school district;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for Bend-La Pine Schools authorizes property tax exemption for Danco Communities affordable housing project, in accordance with ORS 307.515 – 307.523, by adopting the provisions of ORS 307.515 – 307.523.

Moved by _____

Second by _____

Yes votes _____

No votes _____

Dated this 10th day of December 2024.

Chair

Vice Chair

Attest: _____
Board Secretary



ACTION: Approval of Waiver Application Request: Senate Bill 3

PRESENTED BY: Lisa Birk, Deputy Superintendent

EXECUTIVE SUMMARY:

As part of Senate Bill 3 (2023) and beginning with the class of 2027, the Oregon diploma requirements will include a 0.5 credit in Personal Financial Education and a 0.5 credit in Higher Education and Career Path Skills, as part of the 24 credit requirements. In Bend-La Pine, this bill requires a need to change current offerings in our schools, alter pathways for credit attainment, and create courses that don't currently exist. The state has not yet shared resources related to delivery of this content and as such, the BLP team has moved forward with the development of courses that would meet the requirements in the law.

The state provided content standards in the law and BLPS has formed two teams to develop the two courses that would meet the requirements. Because these are .5 credit-courses that are not part of a comprehensive course of study, it is possible that they will be taught by teachers whose licenses are not directly tied to the content. As such, the comprehensive development of a course is important so any certified staff member who is available to teach these courses would be able to do so without deep background knowledge. This planning is currently underway with a timeline completion goal of April 2025.

Although Bend-La Pine will have these courses offered (timeline listed below) during the 2025-2026 school year, we would like to use this year to pilot, vet, and reconfigure courses as necessary to best meet the needs of our schools and students moving forward. These are typically courses taken during a student's junior year so as described in the legislation, a student graduating in 2027 could have this requirement; however, upon approval of the BLP Board of Directors, BLPS will apply for a one-year waiver to push the mandatory date of implementation back one year. To ensure that we can completely deliver on the Bill without any students missing the requirements, we believe that applying for the year waiver is the best method of advancement. The state has made this waiver process available knowing that this change requires significant alteration to current practice. Upon receipt of the waiver, BLPS students graduating in 2028 will meet these new requirements without fail. In the meantime, our teams will continue to move forward on implementation as described below.

Personal Finance Course:

- Teachers are currently convening to develop a Canvas course for any teacher to teach the corresponding standards.
- Course development completion in April of 2025
- Training for teachers planning to teach the course will begin in April 2025
- Ongoing adaptations for school schedules and course delivery during 2025-2026 school year.

Higher Education and Career Path Skills Course:

- Canvas course development with modules for 9th, 10th, 11th and 12th for any teacher to teach the standards in the course.

- Curricular tools will be pulled from SchoolLinks.
- Course completed in April 2025
- Training plan:
 - Advisory: Schools will need to develop a training plan for sites using the advisory option
 - Stand-alone: For schools choosing a stand-alone course, training will provided in late spring of 2025

Other Resources:

- [BLPS Implementation Plan](#)
- [Senate Bill 3 Overview](#)

Recommendation:

We recommend approving the request to allow BLPS to apply for a one-year, state-offered waiver regarding Senate Bill 3.



REPORT: Executive Limitation 4.6: Child Nutrition

PRESENTED BY: Garra Schluter, Director of Nutrition

EXECUTIVE SUMMARY:

This monitoring report provides the Board with information to evaluate the Superintendent's compliance with the directives of Executive Limitation 4.6: Nutrition Services.

Monitoring Report

The Superintendent shall not fail to establish a nutrition program that enhances the health and students by providing nutritious meals, allowing students to fully focus on their instructional day.

Accordingly, the Superintendent shall not fail to:

1. Offer each student appealing, well prepared foods that provide high nutritional value, promote physical well-being, and reflect diversity.
2. Operate a nutrition program that:
 - a. Teaches appropriate nutritional behaviors.
 - b. Supports the Sustainability Plan.
 - c. Develops student agency.
3. Ensure that all meals that are part of the National School Meal Program meet all the USDA requirements.

Notable Evidence for 2024-25:

- Nutrition Services has placed an emphasis on providing students with a variety of food choices, made from scratch options, local products, and fresh foods and ingredients. Some of our scratch items include meatballs, pizza, bread, all bakery items, meatloaf, turkey dinner including real mashed potatoes, salad dressing, jams, baked ziti, and chili
- Nutrition Services is designed to encourage students to enjoy a healthy balanced meal, providing students with an abundance of fruits and vegetables. Age-appropriate signage helps to promote balanced, nutritious choices. Our fruits and vegetable selections include kiwi, oranges, local apples and pears, peaches and nectarines (local), assorted berries, peppers, melons, tomatoes, carrots, spinach, broccoli, cauliflower, sauteed onions, peppers, and mushrooms.
- Ensure low-impact environmental food practices child nutrition program.
- Menus provide a wide variety of healthy options for students. Menus are developed with student choice as a driving factor. Examples of student choices include nachos, mac and cheese, brunch for lunch, Pizza, Cheesy breadsticks, Themed menu days (Americana, South of the boarder, Asian, Homestyle, Italian)
- Completed the Oregon Department of Education nutrition administrative review without any major findings or financial sanctions

Strategic Initiatives for 2024-25:

- Quarterly student pattern meal reports will show a net increase in meal participation
 - Through October, Breakfast meals have increased by 64% and Lunch meals have increased by 40% year over year.
- District-wide food refuse will remain below 8%
 - Staff will have this number calculated after the next quarter.
- Implement some marketing strategies to increase meal participation
 - The nutrition department has created grade level signage for meal pattern requirements to encourage students to choose fruits and vegetables along with their meal choice. We have also implemented food items that are current food trends, such as ramen bars, burger bars, mac & cheese bars, and sushi, so that students have the ability to build their own entrée like they might be able to get in restaurants. Other marketing strategies we have completed include a Taste This segment and Supe's On to reach out to parents. We continually update our social media with photos of current food options, and we advertise our local farm to school options.



District Follow-up to Public Comment Received for the November 12, 2024, Board Meeting

Agenda Item/Topic:	Submitted by:	District Staff Assigned to:	Notes/Comments:
Non-Agendized Item: Sustainability	Aspen Evans	Walt Norris, Custodial/Sustainability Director and Paul Dean, Chief Operations Officer	<p>We are currently in a transitional phase as we work toward defining the future of Sustainability at BLS and are in the process of hiring the right candidate to ensure that Sustainability remains a focused program achieving long-term success.</p> <p>Each school has a student Green Team that is supported by a Green Team Staff Advisor. Mountain View and Summit High Schools, the two schools represented in the public comment, have hired new staff advisors within the past month. The Green Teams will continue their role in educating staff and students on the importance of Sustainability. We reached out and connected with both students regarding their schools' Green Teams and invited them to be part of the screening process for the new Energy and Sustainability Advisor district-level position.</p> <p>The new district Advisor will prioritize waste and energy reduction across the district. Sustainability efforts will focus on initiatives such as improving systems at the elementary level (e.g., boat stacking, silverware usage, composting) and enhancing recycling practices in secondary schools. While these initiatives are already in place, they require further refinement and standardization to ensure their success and contribute significantly to waste reduction. On the energy side, efforts will include transitioning from fluorescent lighting to LEDs.</p> <p>We recognize that this transition will take time and require patience from all stakeholders. To ensure we make informed and effective decisions that lead to long-term success, we encourage feedback—both positive and constructive—on the program's impact.</p>
Non-Agendized Item: Sustainability	Ximena Pelayo	Walt Norris, Custodial/Sustainability Director and Paul Dean, Chief Operations Officer	<p>The new district Advisor will prioritize waste and energy reduction across the district. Sustainability efforts will focus on initiatives such as improving systems at the elementary level (e.g., boat stacking, silverware usage, composting) and enhancing recycling practices in secondary schools. While these initiatives are already in place, they require further refinement and standardization to ensure their success and contribute significantly to waste reduction. On the energy side, efforts will include transitioning from fluorescent lighting to LEDs.</p> <p>We recognize that this transition will take time and require patience from all stakeholders. To ensure we make informed and effective decisions that lead to long-term success, we encourage feedback—both positive and constructive—on the program's impact.</p>



REPORT: Administrative Policies and Regulations for Adoption – December 10, 2024

PRESENTED BY: Steve Cook, Superintendent

EXECUTIVE SUMMARY:

Bend-La Pine Schools has a multi-part, policy and regulation review process. The district shares policies and regulations that are currently in review at regularly scheduled school board meetings and then following the meeting allows time for, and considers, public feedback related to the proposed changes. The district also has several student, staff, and community groups that review policies and provide feedback. The Oregon School Boards Association (OSBA) releases a Policy Update several times a year with changes to policies and regulations as a result of changes in legislation. The district reviews the required and recommended changes before adopting any changes. Public feedback is not solicited on these policies as the updates align with requirements set forth in laws and regulations.

The following administrative policies and regulations will be adopted as presented. A brief summary of the proposed changes are listed below and a redline version of each follows this executive summary.

Policy / Regulation Title	Reason for Update
DFD-AR: Facility Rental and Usage	Updated to align with current district practices.
EFA-AP: Local Wellness	Updates include incorporating language from EFA-AR, aligning with district practices, and adding language to align with requirements in HB 3199 (2023) regarding the revised education requirements. <i>Changes are a result of OSBA Policy Update dated August 2023.</i>
Oregon Smart Snacks Table	Table was reviewed and there are no updates necessary.
EFA-AR: Sale of Food on District Property	Regulation is being recommended for deletion as the language has been incorporated into EFA-AP. <i>Changes are a result of OSBA Policy Update dated August 2023.</i>
EFAA-AP: District Nutrition and Food Services	Policy was reviewed and there are no updates necessary.
EFAA-AR: Child Nutrition Programs	Regulation was reviewed and there are no updates necessary.
EFAB-AR: Food Products from Home & Kitchen Facility Usage	Regulation was reviewed and there are no updates necessary.
EFC-AR: Student Accessible Vending	Regulation was reviewed and there are no updates necessary.
GCJ/GDJ-AR: Employee Work Schedules and Attendance Expectations	Regulation has been rewritten by the Human Resources Department Leadership to align with industry best practices and Bend-La Pine current practices.

<p>IGBB-AP: Talented and Gifted Program and/or Services</p>	<p>Updates include incorporating language from IGBBC to align with rule changes passed for talented and gifted programs.</p> <p><i>Changes are a result of OSBA Policy Updates dated August 2022.</i></p>
<p>IGBBA-AP: Talented and Gifted Students – Identification</p>	<p>Updates include language to align with rule changes passed for talented and gift programs.</p> <p><i>Changes are a result of OSBA Policy Updates dated August 2022.</i></p>
<p>IGBBA-AR: Appeal Procedure for Talented and Gifted Student Identification & Placement</p>	<p>Regulation recommended for deletion as appeals and complaints for TAG are filed using KL-AR: Public Complaints.</p> <p><i>Changes are a result of OSBA Policy Updates dated August 2022.</i></p>
<p>IGBBC-AP: Talented and Gifted – Programs and Services</p>	<p>Policy recommended for deletion as language has been merged into IGBB-AP to align with rule changes passed for talented and gifted programs.</p> <p><i>Changes are a result of OSBA Policy Updates dated August 2022.</i></p>
<p>IGBBC-AR: Complaints Regarding the Talented and Gifted Program</p>	<p>Regulation recommended for deletion as appeals and complaints for TAG are filed using KL-AR: Public Complaints.</p> <p><i>Changes are a result of OSBA Policy Updates dated August 2022.</i></p>
<p>KG-AP: Community Use of District Facilities</p>	<p>Renamed from an administrative regulation to an administrative policy. Updated to align with current district practices and OSBA sample policy.</p>
<p>KG-AR: Community Use of District Facilities</p>	<p>Updated to align with current district practices and renamed/recoded to align with KG-AP: Community Use of District Facilities.</p>



Each year the District generates resources through the rental of District equipment and facilities. This process is managed by the District Maintenance Department. The Maintenance Department will develop and maintain procedures and guidelines that will address the rental procedure, fees charged, and appropriate facility uses.

All resources generated from, and costs related to, facility usage will be accounted for in the General Fund Facility Usage Sub-Fund. The resources generated will be allocated for use as follows:

1. Charges for scheduling, custodial time, auditorium tech, and equipment rental will be used to offset the cost of providing these specific services.
2. Charges for building usage will be allocated as follows:
 - a. 75% to cover the general costs of the usage
 - b. 25% to the site to offset usage costs covered with site budget allocations
3. Charges for grounds usage for Schedule B, C, and D groups will be allocated as follows:
 - a. 75% to cover the general costs of the usage
 - b. 25% to the Maintenance Department to offset usage costs charged to the Maintenance Department budget
4. ~~Groups who fall within the Schedule A fee category will be charged a surcharge for long-term regular use. These fees are intended to offset the cost of supplies charged to the sites and will be allocated 100% to the site's facility use sub fund.~~
5. ~~An additional charge for the rental of Summit High School's turf stadium will be charged to users in fee schedule groups B, C, and D. The portion of the fee that exceeds the charges to use the other high school stadiums will be allocated 100% to a separate facility use fund for eventual turf replacement. The base rent will be allocated as specified in 3.a above.~~

All facility usage requests by outside organizations must be processed through the District's facility usage reservation system and all terms and conditions must be agreed to, and a signed and executed facility usage agreement must be in place before utilizing the facility. An insurance Certificate of Liability must be in place before utilizing the facility.

Fee waivers are permitted only by prior approval from the Superintendent/designee.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 5/12/08, 2/1/10, 12/10/24

APPROVED: 5/12/08, 2/1/10



The district is committed to the optimal development of every student and believes that a positive, safe, and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental, and social success.

~~Healthy eating patterns and increased physical activity are essential for students to achieve their academic potential, full physical and mental growth and lifelong health and well-being.~~ To help ensure students possess the knowledge and skills necessary to make healthy choices for a lifetime, the superintendent shall prepare and implement a comprehensive district nutrition program consistent with state and federal requirements for districts sponsoring the National School Meals Program (NSMP) and/or the School Breakfast Program (SBP). The program shall reflect the board's commitment to providing adequate time for instruction to promote healthy eating through nutrition education and healthy eating through nutrition education and promotion, serving and appealing foods at district schools, developing food-use guidelines for staff and establishing liaisons with nutrition service providers, as appropriate. ~~With the input of staff, students, parents, the public, representatives of the school food authority, school board, and public health professionals, the superintendent or designee will develop administrative regulations as necessary to implement the goals of this policy and ensure compliance of such policy throughout the district.~~

Implementation

The district shall manage and coordinate the implementation of this local wellness policy.

Implementation will consist of, but not be limited to, the following:

1. Delineating roles, responsibilities, actions and timelines specific to each school;
2. Generating and disseminating information about who will be responsible to make what change, by how much, where and when;
3. Establishing standards for all foods and beverages provided (but not sold) to students during the school day on participating school campuses;
4. Establishing standards and nutrition guidelines for all foods and beverages sold to students during the school day on participating school campuses that meet state and federal nutrition standards for NSLP and SBP, competitive foods, permit marketing of same that meets the competitive food nutrition standards, and promotes student health and reduces child obesity; and
5. Establishing specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

The Board designates the superintendent, or designee, to be responsible for ensuring each school meets the goals outlined and complies with this policy.

Notification of Policy

The district will inform the public about the content and implementation of the local wellness policy and post the policy and any updates to the policy on the district website annually. Included will be, if available, the most recent assessment of the implementation, and a description of the progress being made in attaining the goals of the policy.

The district will publicize the name and contact information of the district or school official(s) leading and coordinating the policy and information on how the public can get involved with the local wellness policy. This information will be published on the district's website and in district communications.

Triennial Progress Assessments

At least once every three years, the district will evaluate the implementation of this policy and its progress with a triennial assessment and produce a progress report that will include:

1. The extent to which schools under the jurisdiction of the district are in compliance with the policy;

2. The extent to which the district's policy compares to model local school wellness policy; and
3. A description of the progress made in attaining the goals of the district's policy.

The district will publish the triennial progress report on the district website when available. The district will update or modify the policy based on results of the triennial assessment.

Community Involvement, Outreach and Communications (Review of, and Updating Policy)

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy. The district will communicate information about opportunities in a variety of means appropriate for the district. The district will ensure that communications are culturally and linguistically appropriate to the community.

Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board, school administrators, and the general public will be solicited to participate in the periodic review and update of the local school wellness policy.

Nutrition Promotion and Nutrition Education

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based strategies and techniques and nutrition messages and by creating food environments that support healthy nutrition choices.

Nutrition promotion and nutrition education topics shall be a ~~integrated within the sequential~~ and integrated focus on improving students' eating behaviors, reflect evidence-based strategies and be consistent with state and local district health education standards, ~~comprehensive health education program taught at every school and complemented by the district's nutrition and food services operation.~~

To promote nutrition education in the schools, the principal is responsible for ensuring the following goals are implemented:

1. Students and staff will receive consistent nutrition messages throughout the school environment;
2. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program, and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;
3. Teachers will receive curriculum-specific training;
4. Parents/guardians and families are encouraged through school communications to send healthy snacks/meals and reusable water bottles with their student to school;
5. Families and community organizations are involved, to the extent practicable, in nutrition education;

Nutrition promotion, including marketing and advertising nutritious foods and beverages to students, will be implemented consistently through a comprehensive and multi-channel approach, (e.g., in the classroom, cafeteria and at home) by staff, teachers, parents, students and the community.

To ensure adequate nutrition promotion, the following goals will be implemented:

1. Information about available meal programs is distributed prior to or at the beginning of the school year and at other times throughout the school year;
2. Information about availability and location of a Summer Food Service Program (SFSP) is distributed;
3. Nutrition promotion materials are sent home with students, published on the district website, and distributed at conferences;

School Meals

All schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Fresh Fruit & Vegetable Program (FFVP), Summer Food Service Program (SFSP), Supper programs. The district also operates additional nutrition-related programs and activities including Farm-to-School programs and school gardens.

The district's available meal program(s) will operate to meet meal pattern requirements and dietary specifications in accordance with the Healthy, Hunger-Free Kids Act and applicable federal laws and regulations.

The superintendent, or designee, will support nutrition and food services operation as addressed in Board policy [EFAA – District Nutrition and Food Services](#) and its accompanying administrative regulation [EFAA-AR – Child Nutrition Programs](#).

Competitive Foods and Beverages

The sale of all food and beverages to the students of Bend-La Pine Schools on district property shall be limited to the products distributed by Nutrition Services from one-half prior to the start of the school day until one hour after lunch services on all days students are in the school; excluding those items sold in compliance with [EFC-AR: Student Accessible Vending](#).

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards for competitive foods set by the USDA.

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards/Incentives

All foods and beverages offered on the school campus are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, and classroom snacks brought by parents. Food will not be used as a punishment. This information will be conveyed to staff and families.

Nutrition Guidelines

It is the intent of the board that district schools take a proactive effort to encourage students to make nutritious food choices. The superintendent shall strive to ensure that nutritious foods are available as an affordable option whenever food is sold or served on district property or at district-sponsored events. This shall include encouraging parents and volunteers to provide healthy options at informal class and/or school events to celebrate special occasions and fundraisers.

The board believes that the district's nutrition and food services operation should be financially self-supporting and recognizes that the nutrition program is an essential educational and supportive activity. Therefore, budget neutrality or profit generation must not take precedence over the nutrition needs of its students. In compliance with federal law, the district's NSMP shall be nonprofit.

Other School-Based Activities

The district will promote district and community-based activities that foster healthy eating and create environments that promote physical activity. Families and the community will be encouraged to provide healthy food choices in all situations where food is served. Educational workshops, screenings and literature related to healthy food choices and physical activity may be offered to families.

Competitive Foods and Beverages

~~All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.~~

Food and Beverage Marketing in Schools

~~Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards.~~

Physical Activity

~~The board realizes that~~ A quality physical education program is an essential component for all students to [learn about and participate in physical activity](#) ~~reach their academic and physical potential~~. The district will [develop and](#) assess student performance standards [and program minute requirements](#) in order to meet the Oregon Department of Education's physical education content standards [and state law](#).

Physical activity should be included in a school's education program from grades K through 12 and include regular, instructional physical education, as well as ~~In addition, students are encouraged to participate in~~ co-curricular/extra-curricular activities, recess, and physically active modes of transportation to and from school.

In order to ensure students are afforded the opportunity to engage in physical education and physical activity in the school setting, the following goals are established:

1. Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;
2. Staff encourages and provides support for parental involvement in their children's physical education;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills and confidence to become physically literate;
4. Instruction, provided by adequately prepared teachers, i.e., licensed or endorsed to teach physical education, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities annually;
5. Every public school student in kindergarten through grade 8 shall participate in physical education for the entire school year. Students in kindergarten through grade 5 shall participate for a least 150 minutes during each school week, and students in grades 6 through 8 for at least an average of 150 minutes during each school week, as calculated over the duration of a school year;
6. Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be used as a punishment;
7. At least 50 percent of the weekly physical education class time in grades K through 8 shall be devoted to actual physical activity;

A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.

Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment (districtwide). The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicated and work toward the same set of goals promoting student well-being, optimal development and strong educational outcomes.

The district will provide the following activities and encourage the following practices which promote local wellness:

1. Safe Routes to Schools Program;
2. Physically active family and community engagement activities for families to learn about healthy eating or to practice being active together (e.g., skate night, fun run, dance night);
3. Nonfood-related fund raisers;
4. Physical activity energizers during transitions from one subject to another;
5. Intramural sports;
6. Monthly/Weekly school walks;
7. Use of alternates to food as rewards in the classroom;
8. Creation of connections between out-of-school time (OST) programs that involve staff members from OST programs, both school- and community-based, in school initiatives that address healthy eating, such as school wellness teams or wellness committees;
9. Integration of social, emotional and mental health supports into school programs (e.g., promote a positive school climate where respect is encouraged and students can seek help from trusted adults);
10. Communication between classroom teachers and nutrition staff, so that menus and nutrition promotion can be tied into classroom learning and coursework;
11. Include wellness as a standing agenda item for school-based meetings (e.g., staff meetings, site council meetings, PTO).

School Meals

All schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Fresh Fruit & Vegetable Program (FFVP), Summer Food Service Program (SFSP), Supper programs. The district also operates additional nutrition-related programs and activities including Farm-to-School programs and school gardens.

Evaluation of the Local Wellness Policy

At least once every three years, the district will evaluate compliance with the local wellness policy, to assess the implementation of the policy and produce a triennial progress report that will include:

1. ——— The extent to which schools under the jurisdiction of the district are in compliance with the policy;
2. ——— The extent to which the district’s policy compares to model wellness policy; and
3. ——— A description of the progress made in attaining the goals of the district’s policy.

The district will actively notify households/families of the availability of the triennial progress report.

The district will update or modify the local wellness policy based on the results of the triennial assessments and/or as district priorities change; community needs change; wellness goals are met; new health science, information and technology emerge; and new federal or state guidance or standards are issued. The local wellness policy will be assessed and updated as indicated at least every three years following the triennial assessment.

Annual Notification of Policy

The district will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of the policy.

Community Involvement Outreach and Communication

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy through a variety of means appropriate for the district. The district will also ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

END OF ADMINISTRATIVE POLICY

REVIEWED: 5/18/09, 5/26/09, 2/8/19, 12/10/24
APPROVED: 6/13/06, 7/1/09, 2/11/19

POLICY / REGULATION CROSS REFERENCE

[EFAA-AP](#)
[EFAA-AR](#)
[EFC-AR](#)

LEGAL REFERENCE

[ORS 327.531](#)
[ORS 327.537](#)
[ORS 329.496](#)
[ORS 332.107](#)

[ORS 336.423](#)

[OAR 581-051-0100](#)
[OAR 581-051-0305](#)

[OAR 581-051-0306](#)
[OAR 581-051-0310](#)
[OAR 581-051-0400](#)

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b (2018).
National School Lunch Program, 7 C.F.R. Part 210 (2022).
School Breakfast Program, 7 C.F.R. Part 220 (2022).
[House Bill 3199](#) (2023).



BEND-LA PINE SCHOOLS GUIDELINE FOR VENDING AND FOODS SOLD IN SCHOOLS

OVERVIEW OF OREGON SMART SNACKS

Beverages	Grade K-5	Grade 6-8	Grade 9-12
Water <i>Plain with or without carbonation</i>	All grades – No size limits Caffeine allowed for Grades 9-12 only		
Flavored Water	May not be sold	May not be sold	20 oz. 0 calories (may contain caffeine)
Fruit or Vegetable Juice <i>Full strength, with or without carbonation, unsweetened</i>	≤ 8 fl. oz. 120 calories (15 kcal/oz.)	≤ 10 fl. oz. 150 calories (15 kcal/oz.)	≤ 12 fl. oz. 180 calories (15 kcal/oz.)
Diluted Juice with water only, With or without carbonation, No added sugar or sweeteners	≤ 8 fl. oz. 120 calories (15 kcal/oz.)	≤ 10 fl. oz. 150 calories (15 kcal/oz.)	≤ 12 fl. oz. 180 calories (15 kcal/oz.) (may contain caffeine)
Milk <i>Low-fat (1%) unflavored, or fat-free unflavored or flavored</i>	≤ 8 fl. oz. 150 calories (18.75 kcal/oz.)	≤ 10 fl. oz. 190 calories (18.75 kcal/oz.)	≤ 12 fl. oz. 225 calories (18.75 kcal/oz.) (may contain caffeine)
	<i>Including nutritionally equivalent milk alternatives as permitted by school meal requirements</i>		
Low or No Calorie Beverages <i>With or without carbonation and/or caffeine</i>	May not be sold	May not be sold	≤ 20 fl. oz. 10 calories maximum (≤ .5 kcal/oz.)
Other Beverages <i>With or without carbonation and/or caffeine</i>	May not be sold	May not be sold	≤ 12 fl. oz. 60 calories maximum (≤ 5 kcal/oz.) (may contain caffeine)

Snacks/Side Dishes	<ul style="list-style-type: none"> • Be a whole grain-rich grain product; or • Have as the first ingredient a fruit, vegetable, dairy product, or protein; or • Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or 		
	Grades K-5	Grades 6-8	Grades 9-12
Serving Size	Single-serving, per item as packaged or served, including any condiments		
Calories per serving	≤ 150 calories	≤ 180 calories	≤ 200 calories
Total calories from fat^a	≤ 35% of total product calories		
Saturated fat^b	< 10% of total product calories		
Trans fat	0 grams		
Sugar content by weight^c	≤ 35% of total product weight		
Sodium limit	≤ 200 milligrams (mg)		
Exceptions:			
^a Total calories from fat limit does not apply to reduced fat cheese, part skim mozzarella cheese, nuts, nut butters, seeds, seed butters, and products that consist of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat, and seafood with no added fat when not part of a combination food.			
^b Saturated fat limit does not apply to reduced fat cheese, part skim mozzarella cheese, nuts, and products that consist of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat, when not part of a combination food.			
^c Sugar limit does not apply to products that consist of only dried fruit with nuts and/or seeds with not added nutritive sweeteners or fat, dried whole fruits or vegetables; dried whole fruit or vegetable pieces; and dehydrated fruits or vegetables with no added nutritive sweeteners and dried fruits with nutritive sweeteners that are required for processing and/or palatability purposes.			

REVIEWED: 12/20/19, 12/10/24*

APPROVED: 12/20/19, 12/10/24*

*reviewed/no updates necessary

BEND-LA PINE SCHOOLS
Administrative School District No. 1
Deschutes County, Oregon
ADMINISTRATIVE REGULATION

Name: Sale of Food on District Property
Section: Support
Code: EFA-AR

The sale of all food and beverages to the students of the Bend-La Pine Schools on district property shall be limited to the products distributed by Nutrition Services from one-half hour prior to the start of school until one hour after lunch services on all days students are in the school, excluding those items sold in compliance with EFC-AR: Student Accessible Vending.

Elementary Schools

No food or beverages other than those that are part of the National School Lunch and Breakfast Program will be sold where accessible to students during the school day. This does not apply to food and beverage items sold in a school at times when the school is being used for school-related events or non-school related events for which parents and other adults are a significant part of an audience or are selling food or beverage items before, during or after the event, such as a play, concert, sporting event or another interscholastic activity.

Middle Schools

No food and beverages other than that sold by the district's Nutrition Services will be sold where accessible to students during the school day. Ala carte items sold by Nutrition Services must be smart snack compliant. This does not apply to vending machine water and to food and beverage items sold in a school at times when the school is being used for school-related events or non-school related events for which parents and other adults are a significant part of an audience or are selling food or beverage items before, during or after the event, such as a play, concert, sporting event or another interscholastic activity.

High Schools

No food and beverages other than that sold by the district's Nutrition Services will be sold from one-half hour prior to the start of school until one hour after lunch services on all days students are in the school; excluding those items sold in compliance with the district student accessible vending administrative regulation (EFC-AR). All snack, entrée and beverage items sold ala carte must be smart snack compliant. This does not apply to food and beverage items sold in a school at times when the school is being used for school-related events or non-school related events for which parents and other adults are a significant part of an audience or are selling food or beverage items before, during or after the event, such as a play, concert, sporting event or another interscholastic activity.

This applies to food and beverage items sold in a school at all times during the regular or extended school day when the activities in the school are primarily under the control of the district superintendent. This includes, but is not limited to, the time before or after classes are in session and the time when the school is being used for activities such as clubs and student activity practices, rehearsals or child care programs.

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Food sales direct to students of the Bend-La Pine Schools on district property that are authorized under this policy may only be made by school-sponsored groups, school related parent groups or the district's nutrition services, upon approval by the principal and the nutrition services supervisor. The principal shall report all pending food sale activities to the superintendent or designee.

1. All food sold shall be limited to products marketed in sealed packages or containers, products produced by licensed food preparation kitchens, or produced by trained workers in a licensed food preparation kitchen
2. Food Sales shall be limited to nutrition services program, concession stands, and vending machines. and the location and quantity of such stands and machines shall be at the principal's and nutrition services supervisor's discretion, though the number of student accessible vending machines is limited to the current numbers.

Revised 4/09/08, 12/13/19

Reviewed/Approved: 4/14/08, 12/20/19

recommend delete 12.2024



The district may enter into an agreement with the Oregon Department of Education (ODE) to operate the National School Lunch Program (NSLP) and the Commodity Food Distribution Program (CFDP) by signing a permanent Sponsor-ODE Agreement entitling the district to receive reimbursement for all meals that meet program requirements and to earn USDA Food entitlement based on the number of lunches served.

The permanent agreement shall be signed by the superintendent or other school official with authority to obligate the district to legally binding contracts, subject to annual ODE renewal and will include, at the district's option, an agreement to operate the School Breakfast Program (SBP), Summer Food Service Program (SFSP), the Child and Adult Care Food Program (CACFP). The district recognizes that meals and suppers served by the district will not be eligible for reimbursement until the annual program is updated and approved by ODE.

The permanent Sponsor-ODE Agreement shall include assurances by the district that it will follow all Child Nutrition Program regulations for which the district is approved to operate:

1. Free and reduced price process (updated annually);
2. Financial management of the nonprofit school food service;
3. Civil rights and confidentiality procedures;
4. Meal pattern and nutrition content of meals served;
5. Use and control of USDA foods;
6. Accuracy of reimbursement claims;
7. Food safety and sanitation inspections.
8. Nutrition standards for foods and beverages sold to students (Smart Snack compliant).

The superintendent will develop administrative regulations as necessary to implement this policy and meet the requirements of state and federal law. The regulation(s) will be reviewed and adopted by the Board as required by law.

END OF ADMINISTRATIVE POLICY

REVIEWED: 7/5/11, 12/16/19, 12/10/24*
APPROVED: 8/25/11, 12/20/19

**reviewed/no updates necessary*

POLICY / REGULATION CROSS REFERENCE

LEGAL REFERENCE

[ORS 327.520 - 535](#)
[OAR 581-022-1530\(2\)](#)

[ORS 336.423](#)
[OAR 581-051-0100](#)

[OAR 581-051-0305](#)
[OAR 581-051-0310](#)
[OAR 581-051-0400](#)

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, 7 C.F.R. Part 15b (2001).
U.S.D.A., Eligibility Guidance for School Meals Manual
U.S.D.A., FNS Instruction 765-7 Rev. 2: Handling Lost, Stolen and Misused Meal Tickets
Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1758, 1760.
National School Lunch Program 7 C.F.R. Part 210
U.S.D.A. Instruction 113-1 Civil Rights
Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under its Jurisdiction, 7 C.F.R. Part 250
Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200.



**Reimbursable School Meals Programs
(National School Lunch Program, School Breakfast Program)**

The district's nutrition and food services will be operated in accordance with the following requirements:

Definitions

1. School Nutrition Programs (SNP) – includes all nutrition programs and services offered by the district, including federal nutrition programs.
2. Reimbursable School Meals – all meals provided to students, except for a la carte items, which satisfy federal nutritional guidelines and the partial or full cost of which the district is reimbursed through federal funds.

Meal Pricing Procedures

1. Reimbursable meals will be priced as a unit.
2. Reimbursable meals will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced price meals.
3. The district will establish prices for reimbursable student meals charged to students who do not qualify for free or reduced price meals in compliance with state and federal laws.
4. The district in compliance with state and federal laws will establish the price charged to students who qualify for reduced price meals.

Application Procedures

1. Households receiving food stamps or Temporary Assistance to Needy Families (TANF) benefits, as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals for the students listed on the official document. Districts must access this document at least three times per year.
2. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal Head Start, or are in state or court placement foster care, will be automatically eligible for free meals, for the students listed on the official documents.
3. Households that submit a confidential application will be notified of their student's eligibility for free or reduced price meals. Households that are denied free or reduced price benefits will be notified in writing using the ODE template letter distributed to the district annually.
4. On a case-by-case basis, when a student is known to be eligible for free or reduced price meal benefits and the household fails to submit a confidential application, school officials may complete an application for the student documenting how he/she knows the household income qualifies the student for free or reduced price meal benefits.
5. Students who do not qualify for free or reduced price meals are eligible to participate in the SNP and will be charged "paid" meal prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced price benefits in every aspect of the district's SNP.
6. The district has established a hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits. Information concerning that hearing process is provided to households when eligibility determinations are made and communicated.
7. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced price meals to the employer for distribution to affected employees.
8. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.
2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of SNP.
3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.¹
4. District nutrition and food services revenues will not be used to purchase land or buildings.
5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.
6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.
7. The district will meet the requirements for allowable NSLP [SBP] [CACFP] [SFSP] costs as described in 2 C.F.R. 200.
8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.
9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.
10. In the operation of its nutrition and food services program, the district will purchase food products that where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of his/her eligibility for free or reduced price meals.
2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, marital status, sex, sexual orientation, parental status, religion, age or disability.
3. The district will ensure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.
4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for SNP benefits and services, and employment practices with regard to the operation of its SNP. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's civil rights coordinator within three working days of receiving the complaint.
5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.
6. The district will maintain strict confidentiality of all information on the confidential application for free and reduced price meals, including students' eligibility for free or reduced price meals and all household information. The district's SNP operators are not required to release any information from a student's confidential application for free or reduced price meals. No information may be released from a student's confidential application for free or reduced price meals without first obtaining written permission from the student's parent or legal guardian/adult household member signing the application, except as follows:
 - a. An individual student's name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SBP, Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) or the Food Stamp Program;
 - b. Any other confidential information contained in the confidential application for free and reduced price meals (family income, address, etc.) may be released without written consent only to persons who operate or administer the NSLP, SBP, CACFP, SFSP and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or local law enforcement officials investigating alleged violation of any of the programs listed above.

¹ For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

Nutrition and Menu Planning

1. Reimbursable meals will meet the recommendations of the most current dietary guidelines and regulations adopted by the USDA.
2. Meals served for reimbursement will meet at least the minimum SNP requirements of the program under which the meals are being served.
3. Meals served for reimbursement will:
 - a. Meet all calorie range requirements by grade level;
 - b. Meet the maximum standards set for saturated fat;
 - c. Meet the maximum standards set for sodium by grade level; and
 - d. Meet the requirement for zero grams of trans fats.
4. The district will use the offer versus serve option when serving reimbursable meals to students.

Use and Control of Commodity Foods

1. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the SNP.
2. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.
3. The value of commodity foods used for any food production other than SNP shall be replaced in the food service inventory.

Accuracy of Reimbursement Claims

1. The district will claim reimbursement only for reimbursable meals served to eligible children.
2. All meals claimed for reimbursement will be counted at each dining site at a "point of service" where it can be accurately determined that the meal meets SNP requirements for reimbursement.
3. The person responsible for determining reimbursability of meals will be trained to recognize a reimbursable meal.
4. The district official signing the claim for reimbursement will review and analyze monthly meal counts to ensure accuracy of the claim, before submitting the claim to ODE.

Food Safety and Sanitation Inspections

1. The district will maintain necessary facilities for storing, preparing and serving food.
2. Semi-annually, the district will schedule food safety inspections with the county Environmental Health Department or for each school or dining site under its jurisdiction.
3. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

General USDA Food and Nutrition Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.
2. Breakfast will be served in the morning hours, at or near the beginning of the student's school day.
3. Lunch will be served between the hours of 10 a.m. and 2 p.m.
4. The district will provide substitute foods for students with a disability² that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be made only when a medical statement from a licensed health care professional is on file at the school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for meals with the accommodation.
5. The district will control the sale of competitive foods.
6. The district will not allow the sale of Foods of Minimal Nutritional Value (FMNV) in any school's dining site(s) during the time(s) when NSLP lunch meals or SBP breakfast meals are served or eaten. Dining sites are cafeterias and any other place where NSLP lunch meals or SBP breakfast meals are served or eaten.
7. The district will ensure that potable water will be available to students, free of charge for consumption in the place where meals are served during meal service.
8. The sale of foods (other than FMNV) in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or accrues to a school or student organization

²To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.

School Meal Accounts

1. The district will notify all households and appropriate staff of its meal charge requirements at the beginning of each school year, upon enrollment of a student or the transfer of a student. The meal charging requirements will be posted on the district website, published in the student/parent handbook and made available in the information on free and reduced-priced meals.
2. The district maintains a meal account for each student. Money may be deposited into a student's account by cash or check brought to the school. In addition, deposits by credit card or Visa/MasterCard debit card, and account balances may be checked through the district's online meal account system.
3. It is not our intent to allow charges. However, if a child has money in his/her meals account but it is insufficient for the day's meal, then a charge will be allowed and money will be expected the next day to cover the charge. No charging of ala carte items or second meals will be allowed. Communication regarding low balances and charges shall be sent directly to the parent/guardian via email, US mail or by phone call as required by state legislation.

Record Keeping

The following document will be maintained by the district for three years after the current school year or longer, in the event of an unresolved audit(s), until the audits has been completed:

1. All currently approved and denied confidential applications for free and reduced price meals, all current direct certification documents, eligibility verification documents and school membership or enrollment lists;
2. Financial records that account for all revenues and expenditures of the district's nonprofit nutrition and food services programs, including procurement documents;
3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all program and competitive foods available for sale to students at a school campus;
4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;
5. Production and menu records;
6. Records to document compliance with Paid Lunch Equity;
7. Records to document compliance with Revenue from Non-program Foods; and
8. Internal program monitoring documents for NSLP[,] [SBP,] [afterschool snacks] [and] [SFSP].

END OF ADMINISTRATIVE REGULATION

REVIEWED: 1/23/12, 2/11/19, 12/10/24*

APPROVED: 1/23/12, 12/20/19

**reviewed/no updates necessary*



The guidelines will apply to all schools or school-sponsored activities and facility usage involving students. This position is based on the recommendation of Deschutes County health officials.

1. Home prepared foods brought into district locations may be used only for the following purposes:
 - a. Individual student lunches.
 - b. Individual staff lunches.
 - c. Consumption by staff members on a voluntary basis.
2. Pre-packaged food items that are made by licensed commercial facilities may be distributed in district locations provided:
 - a. A supervised hand washing must precede distribution
 - b. Handling is minimized using such things as tongs and gloves to prevent contamination and guarantee individual servings.
3. School kitchen facilities may be used to assemble food products purchased from commercially licensed distributors if supervised by an employee certified as a food handler. If any kitchen equipment or utensils are to be used, a Nutrition Services staff member must be present. There is a charge for Nutrition Services labor and the use of the facility.

All kitchen facility use must be pre-approved by the Nutrition Services Supervisor to ensure proper sanitation and clean up.

Please refer to the www.bend.k12.or.us/district/parents/school-meals.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 12/13/19, 12/10/24*

APPROVED: 12/13/19

**reviewed/no updates necessary*



Vending machines that are accessible to students in Bend-La Pine Schools are subject to the following restrictions:

Elementary Schools

There will be no vending machines in elementary schools that are accessible by students.

Middle Schools

Vending machines will be allowed in middle schools only in areas used by the public outside of regular school hours for events which parents/guardians and other adults compose a significant part of the audience. Vending machines will be turned off during student contact and/or passing time. Any beverage item other than milk and 100% juice must be priced so that it costs the same as or more than bottled water selections, so that such beverage items are not a better value than water. In addition, the sale price of any item in a student-accessible vending machine may not be lower than the price of similar items sold at the school through Nutrition Services.

Beverages	Grade 6-8
Water	No size limits
Flavored water	May not be sold
Fruit or Vegetable Juice-Full strength, with or without carbonation, unsweetened	≤ 10 fl. oz. 150 calories (15kcal/oz.)
Diluted Juice with water only with or without carbonation, No added sugar or sweeteners	≤ 10 fl. oz. 150 calories (15kcal/oz.)
Milk Low-fat (1%) unflavored, or fat free unflavored or flavored	≤ 10 fl. oz. 190 calories (18.75 kcal/oz.)
Low or No Calorie Beverages With or without carbonation and/or caffeine	May not be sold
Other Beverages With or without carbonation and /or caffeine	May not be sold

High Schools

Vending machines will be allowed in high schools without limitation as to location. Items sold through vending machines that are accessible to students in high schools are subject to the following limitations:

Beverages	Grade 9-12
Water Plain with or without carbonation	No size limit (Caffeine allowed)
Flavored Water	20 oz. 0 calories (May contain caffeine)
Fruit or Vegetable Juice Full strength, With or without carbonation, unsweetened	≤ 12 fl. oz. 180 calories (15 kcal/oz.)
Diluted Juice with water only, With or without carbonation, No added sugar or sweeteners	≤ 12 fl. oz. 180 calories (15 kcal/oz.) (may contain caffeine)
Milk Low-fat (1%) unflavored, or fat free unflavored or flavored	≤ 12 fl. oz. 225 calories (18.75 kcal/oz.) (may contain caffeine)
Low or No Calorie Beverages With or without carbonation and/or caffeine	≤ 20 fl. oz. 10 calories maximum (≤ .5 kcal/oz.)
Other Beverages With or without carbonation and/or caffeine	≤ 12 fl. oz. 60 calories maximum (≤ 5 kcal/oz.) (may contain caffeine)

- Vending items may be sold only in single serving sizes.
- Food or snack items must be 200 calories or less, and may not contain more than 35% of total calories from fat. With the exception of non-fried nuts, legumes and cheese, snack items may not contain more than 10% of calories from saturated fat. With the exception of fruit and vegetables, snack items may not contain more than 35% of sugar by weight. Sodium limit no more than 200mg. Snacks may not contain trans-fats. Any foods that are of minimal nutritional value based upon Appendix B of 7 CFR Part 210 of the USDA school meals guidelines are prohibited from being sold in student accessible vending machines.
- Snack items sold through student accessible vending machines must be priced the same as or more than similar items sold at the school through Nutrition Services. Except for milk and 100% juice products, all beverage items sold through student accessible vending machines must be priced so that they cost the same as or more than bottled water selections, so that such beverage items are not a better value than water.
- The number of vending machines at any high school will be capped at current numbers as of the date of this administrative regulation, unless otherwise agreed to by the Superintendent or designee.

Vending Agreements

The Superintendent or designee will appoint a district administrator or team or administrators to negotiate vending agreements with third parties on behalf of the district for all school sites. The funds generated by vending machines will be used by the schools in which they are located, except for those vending machines operated by Nutrition Services.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 4/9/08, 10/20/08, 9/30/13, 12/13/19, 12/10/24*

APPROVED: 9/30/13, 12/19/19

**reviewed/no updates necessary*



~~The district will establish the regular work schedule for all licensed and classified employees. Any changes in a regular schedule shall be discussed with the employee by immediate supervisor, giving reasons for the necessary schedule change.~~

Work Schedule

Bend-La Pine Schools' employees will have a regular work schedule established by their direct supervisor. Any changes in a regular work schedule, FTE, or number of working hours shall be decided upon as described in the employee's collective bargaining agreement or employment contract.

Attendance Expectations

Employees are expected to consistently report to work, arrive on time prepared to start work, and remain at work for the duration of all scheduled employer-directed work hours. Consistent work attendance and punctuality are critical for maintaining team efficiency, workload balance, and productivity.

Recording and Monitoring Attendance

Administrators and supervisors are responsible for monitoring the attendance of the employees they supervise to ensure compliance with this regulation and all other attendance related policies and practices in the district.

All employees are expected to accurately record their attendance via the district's timekeeping and payroll systems. All employees are encouraged to maintain open communication with their supervisors regarding attendance needs and to reach out to Human Resources with any questions or concerns. Employees are responsible for addressing any discrepancies between attendance and attendance records with their immediate supervisor promptly.

Absences

Employees are expected to record and submit their absences, such as sick leave, personal leave, and/or non-contract leave, in accordance with the district's established leave tracking process.

Pre-Arranged Absences

To the greatest extent possible, an employee shall plan the use of their personal leave and/or non-contract leave in advance, with their direct supervisor. When an employee has a planned, pre-arranged absence, they must request time off in advance with their direct supervisor in accordance with the district's established process and the employee's collective bargaining agreement or employment contract. Approval for a pre-arranged absences is required before the time requested can be taken.

Unplanned Absences

If an employee is unable to report to work due to sudden illness, emergency, or other unavoidable circumstances, they must notify their direct supervisor or designee as soon as reasonable, preferably before the employee's scheduled start time. After five consecutive days of absence, the district may require an employee to provide proof of personal illness or injury to continue to access available accrued leave. (*see GCBD-AP: Leaves & Absences*).

Short-Term Unpaid Leave of Absence

Any unpaid leave must be approved by the employee's direct supervisor and the Human Resources Department. Employees may take no more than five total days of short-term unpaid leave in any one work year. Exceptions for requests beyond five days may be considered by the employee's direct supervisor and the Chief Human Resources Officer or their designee. If an employee is absent without approval, that may be basis for disciplinary action up to and including dismissal.

Long-Term Unpaid Leave of Absence

Employees requesting more than five days of unpaid leave in any one work year may apply and follow the process for a long-term unpaid leave of absence as described in their collective bargaining agreement or employment contract.

Protected Leave of Absence

Employees needing an extended or intermittent leave that qualifies under the provisions of state or federal leave (Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), Oregon Paid Family Leave (PLO), and/or the Americans with Disabilities Act (ADA)) must notify their immediate supervisor and the Human Resources Department as soon as reasonably possible and proceed with the for next steps as directed by Human Resources. (*see [GCBDA/GBDBA-AP: Family Medical & Military Leave](#), [GCBDA/GBDBA-AR: Family Medical & Military Leave](#), and [GCBDF/GBBDF-AP: Paid Family Medical Leave Insurance](#).*)

Tardiness & Early Departure

Employees are expected to arrive on time, and to not leave before the end of their scheduled shifts. The district understands that there may be occasions when an employee needs to alter their daily schedule; if an employee anticipates being late or needing to leave early, they must inform their supervisor at their earliest opportunity.

Violations of Attendance Requirements

Repeated unapproved tardiness, unplanned absences, and/or early departures may be the basis for disciplinary action. Occurrences will be reviewed on a case-by-case basis, weighing the frequency, patterns, and reasons for the unapproved instances of tardiness or absence. Excessive absenteeism may constitute the basis for disciplinary action up to and including dismissal.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 1/29/07, 12/10/24
APPROVED: 1/29/07



The District is committed to an educational program that recognizes, identifies and serves the unique strengths and needs of students identified as talented and gifted students. Talented and gifted students demonstrate exceptional performance when compared to applicable developmental or learning progressions, with consideration given for variations in student's opportunity to learn and to culturally relevant indicators of ability are those who have been identified as academically talented and/or intellectually gifted.

The District shall develop a process procedures for identifying academically identification of talented and intellectually gifted students in grades K-12.

The district will shall also develop a written plan of instruction for talented and gifted students in accordance with law that identifies programs or services that address the assessed levels of learning and accelerated rates of learning of identified students.

The district may also identify and provide programs for students who demonstrate outstanding ability or potential in creative abilityies, in using original or nontraditional methods in thinking and producing; leadership abilityies in motivating the performance of others in educational or noneducation settings; and/or unusual abilityies in the visual or performing arts, such as dance, music, or art.

Complaints regarding programs and/or services can be filed in accordance with [KL-AR: Public Complaints](#).

END OF ADMINISTRATIVE POLICY

REVIEWED: 12/14/10, 12/10/24

APPROVED: 1/11/11

POLICY / REGULATION CROSS REFERENCE

LEGAL REFERENCE

[ORS 343.391 - 343.401](#)

[ORS 343.407 - 343.413](#)

[OAR 581-022-2325](#)

[OAR 581-022-2330](#)

[OAR 581-022-2370](#)

[OAR 581-022-2500](#)

The Board has established an appeal process for a parent/guardian to utilize if they are dissatisfied with the identification process and/or placement of their student in the district program for talented and gifted (TAG) students, and wish to request reconsideration. The district's desire and intent is to reach satisfactory solutions during the informal process:

Informal Process

1. A parent/guardian will contact the school's TAG coordinator to request reconsideration.
2. The TAG coordinator will confer with the parent/guardian, and may include any additional appropriate persons (e.g., principal, counselor, teacher, etc.), within 10 school days of the request. Information pertinent to the selection or placement will be shared.
3. If an agreement cannot be reached, the parent may initiate the formal process.

Formal Process

1. A parent/guardian shall submit a written request for reconsideration of the identification and/or placement to the school's TAG coordinator within 10 school days of the conference identified above.
2. The school's TAG coordinator shall acknowledge in writing the receipt of the request within 10 school days and shall forward copies of the request and acknowledgment to the district's TAG coordinator.
3. The school's TAG coordinator, the district's TAG coordinator and other appropriate administrators shall review the student's file and earlier decisions within 10 school days of the original request presented in the previous step. Additional data may be gathered to support or change the earlier decision. The parent/guardian may be provided an opportunity to present additional information.

If deemed necessary, a formal hearing will be conducted by the district hearings officer utilizing the appropriate procedures.

4. A decision will be made by the district's TAG coordinator within 20 school days after receipt of the written request for reconsideration from the parent/guardian. The parent/guardian shall be notified of the decision in writing and the decision shall be forwarded to the superintendent.
5. The decision may be appealed to the school board through procedures found in IGBBC-AR: Complaints Regarding the Talented and Gifted Program.
6. If the parent/guardian is still dissatisfied, the parent/guardian may file an appeal to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023. The district shall provide a copy of the OARs upon request.

BEND-LA PINE SCHOOLS
Administrative School District No. 1
Deschutes County, Oregon
ADMINISTRATIVE POLICY

Name: Talented and Gifted – Programs and Services
Section:
Code: IGBBC-AP

In order to serve academically talented and intellectually gifted students in grades K-12, the district will establish a written plan for programs and services beyond those normally offered by the regular school program. All written course statements shall identify the academic instructional programs and services to be provided which accommodate the assessed levels and accelerated rates of learning in identified talented and gifted students. The superintendent will remove any administrative barriers that may exist which restrict a student's access to appropriate services and will develop program and service options. These options may include, but are not limited to the following: early entrance, grade skipping, ungraded / multi-age classes, cluster grouping in regular classes, continuous progress, cross grade grouping, compacted / fast-paced curriculum, special full- or part-time classes, advanced placement classes, honors classes, block classes, independent study, credit by examination, concurrent enrollment, mentorship / internship, academic competitions, and/or magnet programs / schools.

The Board has established an appeal process for a parent or guardian to utilize if they are dissatisfied with the programs and services recommended for their student that has been identified as talented and gifted, and wish to request reconsideration. The appeal process identified IGBBA-AR: Appeal Procedure for Talented and Gifted Student Identification and Placement.

The Board has established a complaint procedure to utilize if a person who resides in the district or a parent or guardian of a student attending school in the district has a complaint regarding the appropriateness of programs and services provided for a student identified as talented and gifted. This complaint procedure, IGBBC-AR: Complaints Regarding the Talented and Gifted Program, is available on the district's website or upon request. The complainant may file an appeal to the Deputy Superintendent of Public Instruction under OAR 581-002-0001 – 581-002-0023. The district shall provide a copy of the OARS upon request.

END OF POLICY

Legal References:

OAR 581-022-2325
OAR 581-022-2370

OAR 581-022-2330

OAR 581-022-2500

Reviewed: 12/14/10, 3/26/2020
Approved: 1/11/11, 4/7/2020

The following procedure will be utilized when complaints arise regarding the district's Talented and Gifted programs and services (TAG).

All complaints regarding TAG will be reported to the superintendent. The complainant will be given the Talented and Gifted Standards Complaint Form, which must be filled out and submitted to the superintendent's office before further consideration can be given to the complaint.

1. Upon receipt of a TAG complaint, the superintendent shall arrange for a review committee consisting of the district's TAG coordinator, the relevant school's TAG coordinator, and at least one other qualified staff member.
2. The review committee shall meet within 10 school days from when the superintendent received the written complaint and review all pertinent information. A recommendation from the review committee will be submitted to the superintendent within 20 school days of receiving the original complaint.

The review committee may recommend that:

- a. The programs or services are appropriate; or
- b. The programs or services are not appropriate.

The superintendent shall review the committee's recommendation and make a decision, in writing, to the complainant within 10 school days of receiving the committee's recommendation.

If the complainant, whether a student, a parent or guardian of a student who attends school in the district, or a person who resides in the district, remains dissatisfied and has exhausted local procedures, they may appeal¹ the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023. The district shall provide a copy of the OARs upon request.

Timelines may be extended upon written agreement between the district and the complainant.

Reviewed: 3/26/2020
Approved: 4/7/2020

¹ An appeal must meet the criteria found in OAR 581-002-0005(1)(a).



The Board supports the community education concept, which encourages the use of district facilities by community members for recreation, education and service activities. The following categories have been determined in order of priority for building and grounds usage:

1. Activities directly related to the required K-12 school program, including graduation;
2. Activities related to the extracurricular K-12 school program such as sports and seasonal programs;
3. Community school-sponsored programs such as classes and workshops;
4. Youth-related non-school activities;
5. Adult-related non-school activities.

The Board expects the users to treat the facilities with respect. A facility use request must be submitted by the person or group in accordance with KG-AR.

Principles governing the use of district facilities by community groups or individuals are as follows:

- 1.—District facilities have been provided by the taxpayers primarily for the purpose of providing educational facilities for the students of the district;
- 2.—Funds have been provided by taxpayers in the general fund of the district for general operating expenditures directly related to the instructional program and cocurricular programs;
- 3.—District citizens have not provided funds for the general operation of district facilities for community groups other than Administrative School District No. 1;
- 4.—The Board encourages the use of district facilities by citizens of the community for the acceptable purposes in accordance with Oregon Revised Statutes;
- 5.—District facilities will be available to community groups at large and individuals on a fee basis. Fees will be charged in accordance with district administrative procedures;
- 6.—All use of district facilities must be scheduled with the building usage clerk.

District facilities will be available to approved community groups and individuals in line with district administrative procedures. Use of school facilities by district employees will be in accordance with Oregon Ethics laws.

Approval of the use of district facilities for non-school purposes by the Board or its agents shall not constitute endorsement or approval of the groups or organizations sponsoring the activity or the sentiments or purposes they espouse.

END OF ADMINISTRATIVE POLICY

REVIEWED: 10/6/08, 12/10/24

APPROVED: 10/6/08

POLICY / REGULATION CROSS REFERENCE

KG-AR

LEGAL REFERENCE

[ORS Chapter 244](#)
[ORS 260.432](#)

[ORS 332.107](#)
[ORS 332.172](#)

**PROCEDURES AND CONDITIONS FOR USE**

1. Facility use requests must be requested using the online facility scheduling system [agreeing to the Terms and Conditions](#), ~~an approved contract~~ and a certificate of liability insurance must be in place prior to use for all non-district individuals and groups. [Accepting the Terms and Conditions facility use contract](#) does not make the user a “contracting party” as defined in [KJA-AR: Materials Distribution](#).
2. The ~~building principal and the site~~ facility use coordinator must approve all facility usage for non-district individuals and groups before it is committed for use. The building principal or site administrator will approve in-district use; a designated individual at each building will input all school/building events into the online facility use scheduling system.
3. The Facility Use Fee Schedule will be uniformly administered.
4. Classrooms are available [on a limited basis](#) ~~only at the five high schools and the Education Center~~.
5. Locker rooms and showers are generally not available for outside users, but may be made available only with approval of both the building principal and a district administrator. Under no circumstances will the shower and locker rooms be available to outside users when students are scheduled to be in the building.
6. [Kitchens are generally not available for outside users](#). ~~Users shall not operate cafeteria kitchens~~. If kitchens are necessary, they shall be contracted through the district Nutrition Services [department manager](#) and staffed by district Nutrition Services personnel. The user will pay all personnel costs associated with kitchen use.
- ~~7. Maintenance and transportation equipment and vehicles shall be available to other governmental agencies when not in use by the school district; but only when operated by qualified school district staff. The user shall pay personnel and operating costs.~~
8. Equipment [use and/or rental during use of facilities](#), to non-profit or public agencies, will be considered on an as-available basis.
No equipment will be rented to private parties for offsite use.
9. School facilities (building and grounds) will be available for community use only after the school day or on non-school days. Building principals are required to enter a current schedule of school activities into the online scheduling software, annually and with updates as they occur. ~~Appeals and/or exceptions should be made in writing and will be reviewed by the superintendent or designee.~~
10. School facilities shall not be used by any organization, which has publicly expressed a position against the public schools, or by any organization, which advocates the overthrow of the government.
11. ~~Shops, laboratories;~~ Computer labs, home economics and art/craft rooms shall be available for rent only if a qualified instructor is responsible for the user activities.
12. Facility use requests for July 1 through August 15 should be made prior to June 1 ~~30~~ as building personnel charged with approving facility use requests may not be available to approve requests in a timely manner.
13. Only service animals serving persons with a disability are allowed inside district facilities. Users must follow all district policies and regulations regarding animals on district property as defined in [ING-AR: Animals in the Classroom or on School Property](#).

CHARGES

1. Charges for facility usage are itemized on the Facility Use Fee Schedule. ~~Charges for kitchens and maintenance and/or transportation equipment and vehicles shall be computed on a case-by-case basis.~~
2. Facility use ~~fees contracts~~ will be billed to the user prior to the event with the amount due no later than ~~10 (ten) 30~~ days after the event takes place. At the discretion of the [Facilities Support Supervisor Business Office](#), a cash deposit may be required prior to the approval of a request.
3. Recurring monthly contracts will be invoiced for the month prior to use with the amount due ~~10 (ten) 30~~ days after receipt of invoice. All fees from district facility and equipment use shall be paid to the district [Business Office](#) and be accounted for as revenues to the district.
4. Cancellations that occur within 24 hours of the scheduled event ~~may will~~ be assessed a fee of \$75. There is no charge for cancellations when more than 24 hours notice is given.

5. When the school is closed due to weather the superintendent's office will determine whether the buildings are closed for sports or other events. There will be no charge to the user for cancellations due to weather closures. It is the responsibility of the user to contact the district about how weather closures may affect their use of the facility.
6. If the user requires the use of additional school furniture, equipment or services, a charge will be made to cover such use and labor involved. All equipment rentals will be subject to building approval, and certain items may not be available.
7. When use of the facilities occurs outside of normal custodial working hours, a fee will be charged to cover the additional labor. A **Site Supervisor custodian** is required, because of the district's liability, to be on the premises at all times during an outside event. At the building principal's discretion, another school staff member may be the district's representative for events that occur outside of normal custodial working hours; **however**, district employees not employed at the school where the event takes place may **not** be the district representative of that event **at the building principal's discretion**.
8. Equipment rental must be arranged through the Facility Use Coordinator **and the building principal** prior to commitment. Fees will be charged to cover handling costs, cleaning, and repairs (if needed on return). **Portable bleachers** are not available as rental equipment.
9. The use of high school auditoriums requires a designated auditorium manager to be on-site at all times, including during rehearsals, set up and tear down, as well as the entire duration of the event.
10. Fee waivers are permitted only by prior approval of the superintendent or designee.

TERMS OF AGREEMENT

The district agrees to provide the facilities described in the approved facility use request, and that said facilities will be in reasonable operating order.

The user agrees to:

1. Observe all federal and state laws, policies of the district and regulations of the superintendent or building principal of the premises to be rented.
2. Promptly pay the costs incurred during use of the facility.
3. Hold the district harmless for any malfunction, injury, liability, or property damage incurred by person or persons using district facilities.
4. Make restitution for any damage incurred during use of the facilities and/or equipment.
5. Certify that the organization has an open membership and complies with all federal, state, and municipal equal opportunity laws and regulations regarding discrimination.
6. Leave the facility in condition found or better, otherwise additional fees could be assessed by District.

GENERAL GUIDELINES FOR USE OF FACILITIES

1. **Absolutely NO TOBACCO** Use of Tobacco products, alcohol, drugs or inhalant delivery systems are prohibited in accordance with [GBK/KGC](#) and [JFCG/JFCH/JFCI-AP](#) **is permitted on school property — inside or outside**.
2. **Absolutely NO ALCOHOLIC BEVERAGES, ILLEGAL DRUGS, or WEAPONS** are prohibited in accordance with [GBJ-BP](#) and [JFCJ-BP](#) permitted on school property.
3. No open flame is allowed under the provisions of Oregon State fire and safety codes.
4. Although the teacher's desk and area may be used by the visiting instructor, all items left out and in the drawers must be left alone. Any classroom materials or textbooks that are left out are to be undisturbed.
5. Desks and chairs are to be left in the order and position that they are found.
6. Windows must be closed and lights turned off before leaving the room.
7. If a lab area, such as foods **or computer ,chemistry, or wood shop, etc.,** is used, the area must be cleaned (however users may not use district cleaning supplies, but must bring their own).
8. Report needed repairs or damage to the **site custodian, or Facilities Support Supervisor**.
9. All items to be used for events in the classrooms must be supplied by the visiting instructor. District purchased classroom supplies should not be used by any user group; use of classroom supplies may cause denial of further use requests.
10. Unless specially contracted and approved by the building principal, facility rentals will follow the school calendars with no activities allowed on days that school is not in session. These include national holidays, conferences, **fall Thanksgiving** break, winter break, and spring break among others.
11. No non-school gym use in elementary, middle and high schools on Fridays is allowed.

12. Outside activity rentals should end no less than 30 minutes prior to end of custodial shift unless an additional fee for custodial time has been included in the approved contract.

ATHLETIC FIELD AND PARKING LOT USE GUIDELINES

1. Scheduling and rental fees do not include field grooming, field marking, electrical support, rest room facilities, trash removal, or building access. These items may be requested through the facility usage online system, and are subject to separate charges outlined in the Facility Use Fee Schedule.
2. User groups may be required to have portable toilets placed at fields they are renting. It is the responsibility of the user group to arrange for placement, payment, and removal of these units. School restrooms are not available for public use. The user must contact the school engineer to determine proper placement for portable toilets.
3. It is the responsibility of the user group to clean the field, put away any equipment and remove all trash after each use. If the fields have not been cleaned and trash removed, the hourly custodial rate as stated in the Facility Use Fee Schedule will be charged to the group for each hour of clean up necessary to put the field into normal condition.
4. Soccer goals must be moved off the fields and tied down after each use.
5. The district grounds maintenance department must be contacted a minimum of two weeks prior to use for any special needs or requests. This includes changing irrigation schedules and flagging and lining fields.
6. All district fields are used extensively by a wide variety of community groups and organizations. Users should be respectful of other groups using the field prior to or following their use and make sure to be on and off the fields only during their contracted times.
7. No vehicles will be allowed on district fields without prior approval from the [Director of Maintenance or superintendent](#)/designee.

AUDITORIUM USE GUIDELINES

1. **NO FOOD or BEVERAGES** are allowed inside the auditorium at any time.
2. Extra seating is not allowed in the aisles. The Fire Marshall has posted the auditorium for maximum capacity. Exceeding those limits is in direct violation of fire code and may be cause for immediate evacuation and closure of the facility.
3. If piano use is part of an approved rental contract, the user group is responsible for having pianos tuned after their use. Permission to use pianos will be granted by the building principal and/or fine arts coordinator at the school site. Rental of the piano must be noted on the approved facility use [request contract](#).
4. User must request ALL areas of use and specific needs and equipment (dressing rooms, podium, P.A. systems, etc.), which will be charged in accordance with the fee schedule. If an area or item of equipment is not listed on the approved facility use contract, it will not be made available.
5. Lighting, other than stage wash, may require school personnel, student techs or an approved outside contractor. Arrangements for lighting must be made at the time of the rental request. Gels are not provided with the lighting system.
6. A microphone may be available, depending on the location. All sound requests must be made at the time of the rental request and may require school personnel, student techs, or an approved outside contractor.
7. Student curtain crews may be available, but must be requested at time of the rental request and will be charged the hourly rate for student technicians listed in the Facility Use Fee Schedule.
8. Hiring of student technicians must be arranged through the, building principal, ~~activities secretary~~, fine arts department or the auditorium manager at each school. ~~Student technicians must be paid directly, and in full, at the end of the program.~~ Current prevailing wage for student technicians is listed in the Facility Use Fee Schedule.
9. Users may not rearrange sound, lights, curtains or equipment on their own. Users must work with instructors from the fine arts department, the auditorium manager, or approved contracted providers.

GYM USE GUIDELINES

1. At each school the teachers, custodians and maintenance staff work hard to keep the facilities safe, clean, and in good condition. Users shall assist the district in maintaining the gyms for students and others who use the space.
2. Users should not arrive earlier or leave later than the scheduled time.
3. Upon arrival, users should check the bathrooms and the gym area. Damaged or out of place items should be reported immediately to the building custodian.
4. Users may not be outside the gym in the hall areas, locker rooms or classrooms at any time, unless those areas were specifically contracted and paid for under the facility use [request contract](#).

5. Users must stay off of the following:
 - tables
 - mats
 - climbing ropes and climbing walls
 - cages over fire bells
 - equipment left in the gym
 - bleachers, ~~when whether open or~~ closed
6. User may not alter the height of any of the basketball hoops. If the height needs to be altered, a coaching staff member or custodian must be contacted for assistance.
7. Users may not hang on the basketball nets, rims, or backboards.
8. Users must use the bathrooms appropriately.
9. Users are required to report immediately to the custodian if anything is broken, leaking, or plugged.
10. The mats on the walls are there for safety and may not to be removed from the wall for any reason.
11. No objects, including playing balls, should be thrown at acoustical tiles on the walls, ceiling, lights, windows, or fire alarm and extinguisher covers.
12. Users should remove any black marks on the gym floor at the end of practice.
13. At the conclusion of the scheduled time, users should thoroughly sweep the gym floor, put away equipment used, remove trash, water bottles and personal belongings, and re-check the bathrooms.
14. Users are responsible for the conduct of family or friends that are with any member of the group.
15. Restrooms should be left unsoiled, safe, and ready for students and staff the next day. This includes making sure that the toilets are flushed and there is no trash on the floor; however, large user groups will usually be charged custodial time so that bathrooms are cleaned to district sanitation standards after community events.
16. If users have concerns about the condition of gym/bathroom, they should discuss these with the custodian before leaving the building.

BLEACHER USE GUIDELINES

With recognition that school facilities, including bleachers, are intended for use by school students and the general public, and that the people must be protected from any possible harm, the following guidelines will be considered.

1. Bleachers must be in good condition and contain all required safety equipment.
2. Bleachers improperly handled can become damaged and unsafe.
3. Bleachers not properly set up and locked in position are not safe.
4. Repair of bleachers is expensive and could be affected by availability of money.
5. Safety must be the prime factor in decisions on whether bleachers are to be used.
6. Considering the above, specific rules concerning the use of bleachers are established.

Rules

1. **Use:** Bleachers are to be used only with the knowledge and permission of one of the proper responsible school personnel, and are only to be handled by said personnel. Proper school personnel are the building administrator, maintenance personnel, or custodial staff.
2. **Set-up and Return:** Bleachers are to be handled only by personnel specifically trained for the particular set of bleachers. Any time bleachers are set-up they must be inspected by trained personnel, and re-inspected on return to the storage position. A charge shall be assessed to the user if any parts must be replaced or repaired as a result of bleacher use.
3. **Maintenance:** Bleachers are to be inspected and thoroughly overhauled to "like new" condition and properly serviced annually. Service instructions will be given to each building lead custodian for each set of bleachers in that building. A list of trained personnel will be maintained. New trainees shall read and sign-off on these procedures and be trained by helping on the job at the discretion of the person in charge.

School employees who do not follow the above rules will be subject to administrative discipline; others will be subjected to denial of use of facilities.

GUIDELINES FOR CYCLING EVENTS

To ensure the safety of cycling event participants and pedestrians who are on campus during events, specific cycling event guidelines have been established. All requests for reservations for cycling events must adhere to these rules to be approved.

1. No cycling event for a high school parking area shall be approved when an event is taking place in the auditorium or gymnasium; likewise, no auditorium or gymnasium events will be approved at a time when a cycling event is taking place.
2. Participants, spectators and organizers will not be given access to the building under any circumstances unless a reservation for a building space has been approved by ~~the building principal and~~ the facility use coordinator. Fees for these spaces will be charged in accordance with the Facility Use Fee Schedule.
3. Portable toilets are required for all cycling events where more than 50 participants and spectators are anticipated. Additional portable toilets shall be provided at a ratio of one toilet per 50 participants/spectators. Prior to placement, the group is required to coordinate with the school's custodial staff to ensure proper placement.
4. Prior to approval of the event, a site map will be required illustrating at a minimum the route of the race. The group will be charged for each parking lot that is impacted or closed off. If a parking lot is not reserved as part of an approved facility use contract, organizers, spectators and participants may not close off, barricade, or otherwise impact other community members' use of that parking lot.
5. In no case will a cycling event be approved where all access to a building is closed off. Organizers must provide safe access to the building for school employees and other users at all times. Providing access may include providing people to direct traffic; this will be done at the expense or by volunteers of the organization and in no case will a district employee be required to participate in directing traffic.
6. If tents are to be used, placement must be coordinated in advance with both the school custodial staff and the district groundskeeper if they are to be placed on the lawn or a field. If the tents are to be placed anywhere other than the reserved parking lot area, a separate reservation for the field or lawn is required.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 2/1/10, 5/20/13, 4/2017, 2/2020, 12/10/24
APPROVED: 2/1/10, 5/20/13, 5/15/17, 3/24/20

Contract & Charter School Evaluations

2023-24

Bend-La Pine Schools

November 22, 2024

**Prepared by: Lora Nordquist
Alternative Learning Options/Charter School Coordinator
High Desert Education Service District**

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- ◆ Desert Sky Montessori School (DSM)
- ◆ J Bar J
- ◆ Academy at Sisters

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

CONTRACTED ALTERNATIVE EDUCATIONAL PROGRAMS 2023-24

Prepared by Lora Nordquist, HDESD

In accordance with OAR 581-022-1350, Bend-La Pine Schools is required to annually evaluate alternative learning programs, i.e., contract schools under ORS 336.615 and charter schools under ORS 338.095. Documentation is required and must be returned to Bend-La Pine Schools no later than 30 days prior to the annual board review. A copy of the district's written evaluation shall be provided to each program coordinator upon completion.

A written statement from the Bend-La Pine Schools' Chief Financial Officer, Daniel Emerson, is part of this report, as well. It confirms that for the fiscal year 2023-24 all the district's contracted Alternative Learning Option (ALO) providers and charter schools have submitted financial and enrollment information as required and that all providers are in compliance with their contracts regarding expenditures.

For the purposes of ORS 336.635, all private alternative education programs receiving public funds must comply with the Private Alternative Education Standards established by the Oregon State Board of Education. Additionally, each private alternative education program must register with the Oregon Department of Education. For Bend-La Pine Schools, these programs include COIC, J-Bar-J, Academy at Sisters, and Heart of Oregon Corps/Youth Build*.

Note: Heart of Oregon Corps/Youth Build is in the process of registering with the Oregon Department of Education and completing a contract for services with Bend-La Pine Schools. Its first evaluation will be included in the 2024-25 evaluation report.

These contracted programs have worked during the fall of 2024 with the HDESD ALO/Charter School Coordinator to create standardized reports in order to ensure district evaluations include the information required by both statute and policy. Additionally, the coordinator has made quarterly visits to each program, meeting with leaders, staff, and students. The coordinator commends the dedicated leaders and staff of the contracted programs.

Included are the 2023-24 reports for the following BLS-contracted programs:

- 1) Bend International School (BIS)
- 2) COIC: Bend Center, La Pine Center, and Juvenile Detention Education Program (JDEP)
- 3) Desert Sky Montessori School
- 4) J Bar J Transitional Program
- 5) The Academy at Sisters

All ALO's and charter schools evaluated have met the conditions set forth by ORS 336.615 and ORS 338.095.

DISTRICT POLICY

BEND-LA PINE SCHOOLS
Administrative School District No. 1
Deschutes County, Oregon
ADMINISTRATIVE REGULATION

Name: Evaluation of Alternative Learning Options
Section: Instruction
Code: IGBHAA-AR

In accordance with OAR 581-022-1350, Bend-La Pine Schools are required to evaluate alternative learning programs i.e.; Contract Schools under ORS 336.615 and Charter Schools under ORS 338.095, annually. Documentation is required and must be returned to Bend-La Pine Schools no later than 30 days prior to the annual board review. A copy of the district's written evaluation shall be provided to the program coordinator upon completion.

The following questions and information requests will be posed during the evaluation documentation.

1. Staff

1.1 Have criminal records checks requirements been met (ORS 181.539, ORS 326.603, 326.607, & 342.232)? Provide a list of individuals subject to criminal records checks and copy of Form 2283 from the Oregon Department of Education (ODE).

2. Curriculum

2.1 Are students receiving instruction in the state academic content standards to prepare students to meet appropriate benchmark levels? Supportive documentation including such evidence as program overview, curriculum guide, course syllabi or other material that demonstrates that program curriculum is aligned with standards.

2.2 Are Oregon Statewide Assessments administered and the results reported annually to students, parents and the school district? Attach copy of summary report and sample of information reported to student, parents and the school district.

2.3 Are student's parents and the district receiving, at least annually, a report of academic progress, including performance on state assessments? Attach a copy of report used.

2.4 How are Special Education and other special needs students served? Attach the procedures.

3. Discrimination

3.1 Does the program comply with nondiscrimination requirements of law - program does not discriminate based on age, disability, national origin, race, marital status, religion or sex (ORS 659.850; 659.855)? Attach student enrollment/withdrawal summary based on above criteria.

4. Registration (Private alternative programs only)

4.1 Is the program registered with the ODE? Attach a copy of registration application and approval.

5. Site Evaluation

5.1 Does the program comply with health and safety statutes and rules? Attach copy of appropriate documentation, including first aid and emergency procedures plan, such as staff/student handbooks, in-service agenda, fire marshal's report, safety inspection reports, etc.

6. Tuition and Fees

6.1 Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, & 339.155)? Attach a list of any fees required and explanation.

7. Contract

7.1 The program complies with any state or federal statute, rule or school district policy specified in the contract with the alternative education program. Attach as applicable.

7.2 Does the contract with the alternative program state that noncompliance with a rule or statute may result in termination of the contract? Contract on file with district and program, as applicable.

8. Expenditures

8.1 Does the program comply with Oregon Revised Statutes regarding expenditures? Attach annual statement of expenditures.

9. Achievement of Standards

9.1 Does the program enhance the ability of the district and its students to achieve district and state standards? Attach standards.

10. Attendance

10.1 Are students residents of Bend-La Pine Schools as defined in ORS 339.133 – 137? Submit evidence of student residency.

Compliance indicators are intended as examples only. District may modify, as appropriate.

An extension to submit the required documentation for evaluation may be submitted, in writing, 10 working days prior to the annual board review. The District may grant an extension upon reasons deemed sufficient.

Legal References:

ORS 337.150
ORS 338.615 - 338.665
ORS 339.133
ORS 339.134
ORS 339.137
ORS 339.141
ORS 339.147
ORS 339.155
ORS 181.539
ORS 326.603
ORS 326.607
ORS 342.232
ORS 549.850
ORS 659-855
OAR 581-022-1350

Reviewed : 9/19/05, 9/25/06, 07/15/10, 11/16, 5/19/17
Approved: 10/06/05, 9/25/06, 07/15/10, 5/22/17

FISCAL COMPLIANCE LETTER



Business Office
520 NW Wall Street
Bend, OR 97703
Fax: (541) 355-1129
Bend.k12.or.us

October 22, 2024

Lora Nordquist
HDESD
2804 SW Sixth Street
Redmond, OR 97756

Re: Alternative Learning Options Annual Review

Dear Ms. Nordquist,

Bend-La Pine Schools enters into contracts with independent alternative learning option providers and charter schools and these contracts require that the ALO providers and charter schools submit certain financial reports periodically during the year. The District reviews this information for compliance with the contract.

For the FY2023-24, the independent ALO providers and charter schools are substantially in compliance with contractual obligations.

If you have any questions or need additional information, please contact me at 541-355-1122

Respectfully submitted,

By: 
Authorized Signature

Dan Emerson
CFO
Bend-La Pine Schools
541-355-1122
Email: daniel.emerson@bend.k12.or.us

BEND INTERNATIONAL SCHOOL (BIS)



Bend International School

Annual Evaluation Report
November 2024

Program Overview

History

Bend International School (BIS) was founded in 2014 as a K-8 charter school under the authorization of Bend-La Pine Schools. Working together with the authorizer, BIS provides an alternative education model for the community that includes a K-8 continuum of learning, a focus on global competencies, the ability to learn Spanish as an additional language, and a small community where students are known well.

The school was founded by Meera Rupp, who led the school through its authorization, development, and first nine years of operation. This included establishing a location and facility that has grown over time to meet the school's growing needs. On August 1st, 2024, Melissa Barnes Dholakia took over leadership of the school, bringing 31 years of experience in education and 22 specifically in the charter sector. The strong foundation built by Meera, alongside the future leadership of Melissa alongside the BIS community, will serve the school well in its future pursuits.

Mission & Vision

The **mission** of BIS is to empower students with an exemplary 21st century education by challenging them to excel academically and socially through integrated teaching with a global focus.



The **vision** of BIS is to promote a global model for education, one in which a diverse community of learners applies skills and core academic content, based on high academic standards for all, through multi-disciplinary projects that benefit our local and global community. Students develop strong second language skills and global competence, mastery of subject knowledge and skills, and an unwavering strength of character that allow them to become successful citizens and pursue their dreams.

Community Population

BIS serves a diverse K-8 student population of 220-234 students from central Oregon, with the majority of students living in the Bend metro area. Of note, BIS serves a larger population of students who may not have experienced belonging in traditional district offerings. This includes the following from a total of 220 students:

- Children of color (25% versus 18% in district)
- Transgender and non-binary (3 transgender, 2 non-binary)
- McKinney-Vento (1 located at adjacent Bethlehem Inn)

BIS has a growing population of students with special needs, increasing from 7% to about 10% in the 2024-25 school year. 18% currently have an IEP or 504 plan, with a dedicated learning specialist on site. BIS serves a small group of English learners, five students or 6% of the population, with a dedicated English Language Development (ELD) teacher on site.

Finally, BIS is working to get an accurate count of students who qualify for free and reduced lunch, as that number has dropped from 38% to 13% over the last several years. As a K-8 school, this does not make mathematical sense nor does it appear to be representative of the student body. The shift from National School Lunch Program (NSLP) certification to the current direct certification from the state needs to be investigated in terms of impact on eligibility, both for BIS and BLS.



Overview of Academic Program

The Bend International School program is aligned to the Common Core Standards in

ELA, math, and ELA for science and social studies; the Next Generation Science Standards (NGSS); and the newly revised Oregon State Standards for Social Studies.

Instructional Approach

BIS holds a dual goal in its instructional model:

- Meeting each child where they are to provide the interventions and/or accelerations to ensure they thrive.
- Providing an authentic and integrated curriculum that develops student agency, locally and globally.

Curriculum is designed to ensure graduates are prepared to be local and global citizens through a combination of

- Standards-based curriculum in core content areas, with dedicated time for each outside of the integrated units
- Integrated quarterly units that bring content together, completed by grade level or schoolwide
- A comprehensive social and emotional learning program, including SEL class at all grade levels taught by a counselor



Curriculum Adoptions

All adopted ELA and math curriculum have received the highest range of ratings possible from EdReports, an independent reviewer that evaluates standards alignment and usability.¹

- **English Language Arts**

Really Great Reading (K-5), CommonLit 360 (6-8), K-8 Book Studies, Standards-based Quarterly Units of Study

The Really Great Reading and CommonLit 360 are in their second year of adoption, with a focus on implementation and differentiation.

- **Mathematics**

OpenUpResources (K-8)
Standards-based Quarterly Units of Study (K-8)

The OpenUpResources curriculum is in its second year of adoption, with a focus on implementation and differentiation.

- **Science**
Mystery Science (K-5), Standards-based Units (6-8)
Standards-based Units of Study on Rotation (K-8)
- **Social Studies**
Standards-based Units of Study on Rotation (K-8)
- **Social-Emotional Learning**
Second Step (K-8)
BLS Bias Lessons (K-8)
- **Spanish**
Spanish immersion in Electivas (K-8)
Spanish integration in core classroom (K-8)
Teacher-created Units of Study (K-5)
Auténtico Spanish (6-8)
- **PE, Music & Art**
Teacher-created Units of Study

¹More information available at: <https://edreports.org/>



Students' Academic Progress

Bend International School uses multiple measures of progress to assess student growth across dimensions. This includes OSAS/SBAC, NWEA MAP, DIBELS, and Youth Truth. BIS is interested in participating in the SEED assessment, as well as the Healthy Kids Survey, moving forward. For this report, I have focused on OSAS and NWEA.

OSAS

Bend International School outperforms the state in terms of preparing students for ELA and math proficiency, as well as their attendance.

- ELA - 60% proficiency (State 43%)
- Math - 47% proficiency (State 33%)

- Science - 35% proficiency (State 29%)
- Regular Attenders - 87% (State 66%)

Using the state matrix of 1- 5, ELA improvement in 2023-24 was at level 3 (average), with improvement for underserved students and Latino students at level 5 (very high). Math improvement was at level 4 (high) overall with no data for subgroups.

Of note, 3rd grade ELA proficiency has grown steadily since the pandemic, from 58%, to 63%, to 65% over the last three years, exceeding the target of 62% under the Student Investment Account and Early Literacy grants.



This said, the regular attender percentage has fluctuated from 87%, to 88%, to 86% over the last three years, not meeting the target of 88.5% for the current year. This is an area of focus for the 2024-25 school year.

The table is included, to illustrate data across measures internally until November 21, 2024.

Indicator Ratings Table

Student Group	ESSA Supports	ELA Achievement	ELA Change	Math Achievement	Math Change	Regular Attenders	On Track to ELP
All Students	Not Identified	Level 3	Level 3	Level 3	Level 4 ↑	Level 2	Not Rated
Students Experiencing Poverty	Not Identified	Level 2	Not Rated	Level 2	Not Rated	Level 2	
English Learners	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated
Students with Disabilities	Not Identified	Level 1	Not Rated	Level 1	Not Rated	Not Rated	
Underserved Race/Ethnicity	Not Identified	Level 3	Level 5	Level 2	Not Rated	Level 2	
American Indian/ Alaska Native	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Native Hawaiian/ Pacific Islander	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Black/African American	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Hispanic/Latino	Not Identified	Level 3	Level 5	Level 2	Not Rated	Level 2	
Asian	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
White	Not Identified	Level 3	Level 3	Level 3	Level 3	Level 2	
Multi-racial	Not Identified	Level 3 ↑	Not Rated	Level 2	Not Rated	Level 5	

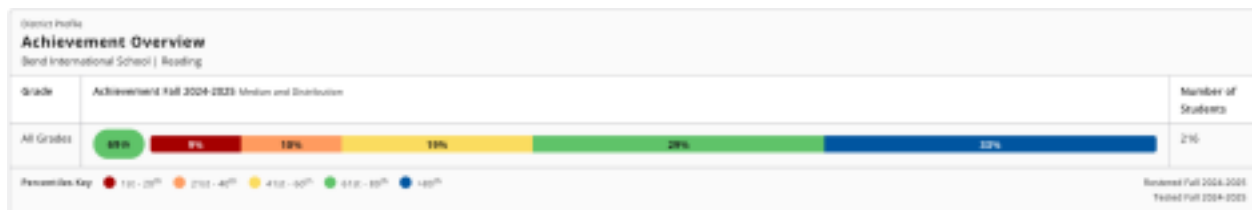


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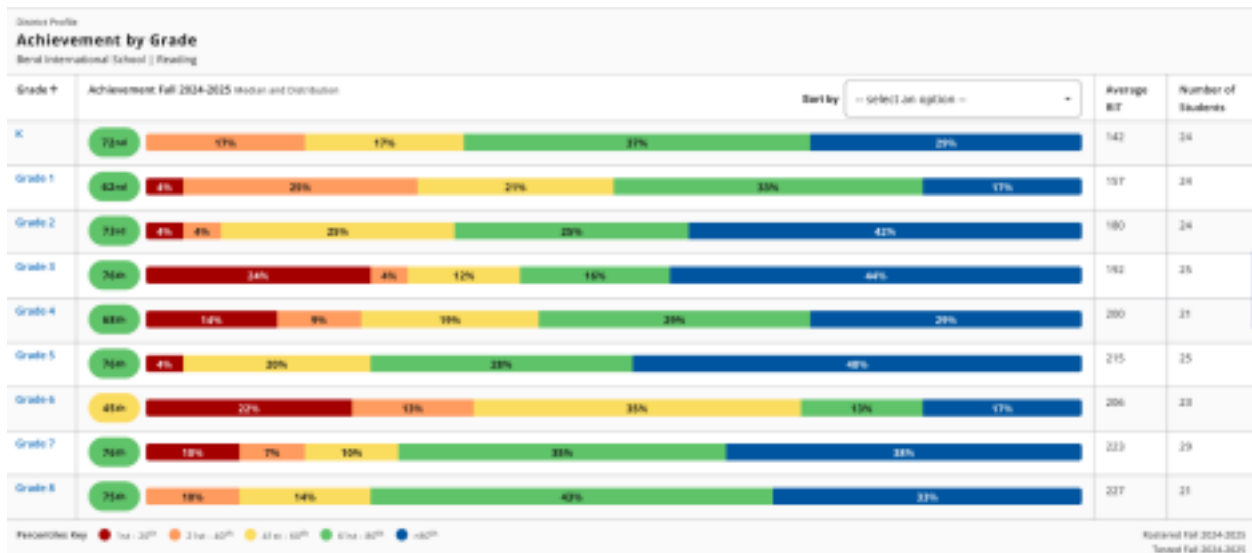
NWEA MAP

BIS administers the NWEA MAP as a vehicle for assessing not only proficiency, but also growth. Proficiency levels align with the end-of-year state proficiency scores as of the Fall 2024 administration.

Reading



In reading, 62% of students are at the 61st percentile or above, placing BIS in the 69th percentile nationally.



Looking at individual grade levels, the only grade that fell below the 50th percentile was 6th grade, which received a significant percentage of new students. Of particular note in looking at NWEA is the work happening in the middle grades, with 76% of students



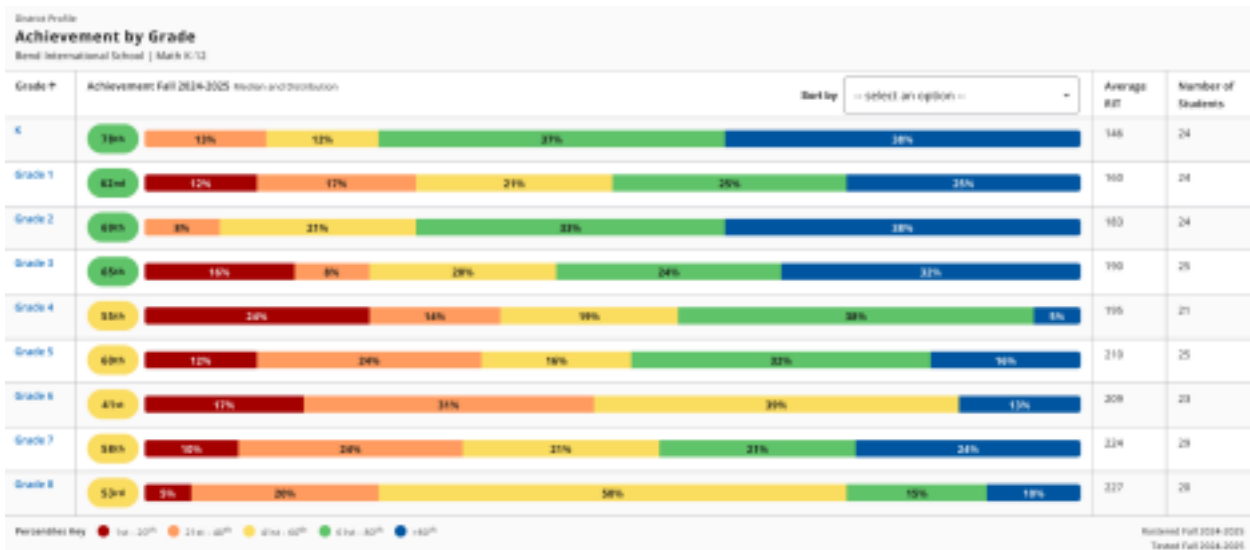
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in 8th grade scoring at or above the 61st percentile. 6th, 7th, and 8th grade are all high growth and high proficiency on the NWEA.

Math



In math, 48% of students are at the 61st percentile or above, placing BIS in the 60th percentile nationally.



Looking at individual grade levels, again the only grade that fell below the 50th percentile was 6th grade, which received a significant percentage of new students. Whereas reading showed strong results already in the middle grades, there is more work to be done in math.



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Supports for Students with Special Needs

Bend International School operates a Multi-tiered Systems of Supports (MTSS) program to ensure all students receive the interventions and supports needed to promote their optimal progress. BIS utilizes a CARE team protocol to support this work for each band, with a K-2, 3-5, and 6-8 CARE team in place and stipended CARE team coordinators that provide facilitation.

CARE meetings (as well as TAG meetings) happen every six weeks for each band level (K-2, 3-5, and 6-8). These meetings happen in band level groupings, with the exception of the second one, which is a deep dive in individual grades to identify interventions and accelerations needed student by student. Meetings are scheduled so that each representative grade level teacher, educational assistant, the learning specialist, the counselor, and the principal are able to attend.

Students with identified learning needs (IEPs) are served through an inclusion model. A learning specialist oversees each student's goals and orchestrates supports through a combination of push-in support from the learning specialists, in-class supports by teachers and aides, and/or pull out supports. A BLS speech pathologist, occupational therapist, and school psychologist support the school in both child find and services.

Bend International School provides its own English language development program for its subset of English learners (five at present) through a contracted and certified teacher.



Communication of Academic Progress

Bend International School communicates student progress to families through multiple avenues, including but not limited to the following:

- **Informal Communication** - Teachers, as well as administration, are in regular contact with families, given the small school model. Informal communication on student progress may be through conversations, emails, phone calls, and progress meetings.

- **Student Led Conferences** - These occur twice a year, fall and spring, to share individual student data on current proficiency and identify goals and strategies for future work. The format of being student led was introduced this year, with students presenting strengths as well as goals for their future work.
- **Report Cards** - Provided on a semester basis, report cards communicate student progress in academics and traits. These are available in ParentVue and will also be printed and sent home with students. During conferences, the school supported families in setting up their ParentVue accounts.

In addition, multiple structures are now in place to build family agency and ability to be full partners in their children's education.

- **Weekly Constant Contact** - The Principal sends a weekly Constant Contact to families, which highlights elements of the program, upcoming community events, and announcements. The newsletter averages an 80% open rate.
- **Monthly Classroom Newsletters** - Each teacher sends a monthly newsletter, describing key learning happening in the coming month as well as ways they can support their child at home.
- **Cafecitos** - These monthly meetings, led by the Principal, address areas of interest from families. Data presentations are made quarterly through this venue. To date this year, topics have included a SWOT analysis listening session, a data dive, and an overview of charter school funding.
- **Amigos Meetings** - These monthly meetings, led by the Amigos President, address areas of interest from families. Understanding assessments, data, and ways to support their children are regular agenda items for this program.

Finally, the CARE and TAG teams regularly engage with families about student progress as they work to ensure all students progress at their optimal rate.

Program Successes and Priorities for Growth

Successes

As the new administrator I have multiple successes from the previous administration to celebrate:

- **Diversity** - Our school community provides a safe space for students in the minority in Bend, as seen in our numbers of students who are BIPOC, transgender, and non-binary. This is hard won.
- **Middle School Achievement** - Our students are high achieving and high

growth on the NWEA at an extraordinary level. This prepares them well for high school and beyond.

- **CARE** - We are committed to the MTSS process. We hold CARE, and now TAG, meetings on six-week rotations to ensure students are receiving the interventions and accelerations they need to develop at their optimal pace.

Priorities for Growth

As the new administrator, I hold the following goals:

- **Early Literacy** - Develop early literacy practices to ensure
 - 80% of students are on grade level by the end of 2nd grade, as measured by DIBELS, at an increase of 2% per year and/or exceeding the district average.
 - ELA proficiency continues to meet or exceed SIA goals as measured by OSAS, as well as exceed both the district and state
 - Elevate math proficiency so as to continue to exceed the state, as measured by OSAS, and increase by 2% a year until proficiency meets or exceeds the district.
- **ELA and Math**
 - Increase the number of students achieving one year of growth in ELA, as measured by the NWEA MAP, by 2% a year until 80% is met
 - Increase the number of students achieving one year of growth in math, as measured by the NWEA MAP, by 2% a year until 80% is met
- **Attendance** - Ensure regular attendance, with a goal of 95% attendance rate and 90% regular attenders, improving by 2% per year.
- **Achievement Gap** - Close achievement gaps at twenty percent of the delta between BIS and the district per year, across measures.²

² Will require data support from district for HU percentages.

**Appendix A
Assurances**

In accordance with OAR 581-022-1350, school districts in Oregon are required to evaluate alternative education programs, i.e.; Contract Schools under ORS 336.665 and Charter schools under ORS 338.095 annually. Documentation is required by the Contract and Charter School Director/Principal to be returned to the Bend-La Pine Schools, Crook County School District, and the Redmond School District for review.

A copy of the written evaluation shall be provided to the Contract or Charter School Director or Principal upon completion.

Date: 11/18/2024

Evaluator: Lora Nordquist

School/Program: Bend International School

1. Staff

1.1 Have criminal records checks requirements been met (ORS 181.539, ORS 326.603, 326.607 and 342.232)?

Meets: X

Does Not Meet: _____

2. Curriculum

2.1 Are students receiving instruction in the state academic content standards to prepare students to meet appropriate benchmark levels to provide an opportunity to receive the Oregon High School Diploma?

Meets: X

Does Not Meet: _____

2.2 Are Oregon Statewide Assessments administered and the results reported annually to students, parents and the school district?

Meets: X

Does Not Meet: _____

2.3 Are student’s parents and the district receiving, at least annually, a report of academic progress, including performance on state assessments?

Meets: X

Does Not Meet: _____

2.4 Are Special Education and other special needs students served in accordance with state and federal laws?

Meets: X

Does Not Meet: _____

3. Discrimination

3.1 Does the program comply with nondiscrimination requirements of law? Program does not discriminate based on age, disability, national origin, race, marital status, religion or sex (ORS 659.850; 659.855)?

Meets: X

Does Not Meet: _____

4. Registration (Private Alternative Programs Only)

4.1 Is the program registered with the Oregon Department of Education?

Meets: n/a

Does Not Meet: _____

5. Site Evaluation

5.1 Does the program comply with health and safety statutes and rules?

Meets: X

Does Not Meet: _____

6. Tuition and Fees

6.1 Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, and 339.155)?

Meets: X

Does Not Meet: _____

7. Contract

7.1 The program complies with any state or federal statutes, rule or school district policy specified in the contract with the public or private alternative education program.

Meets: X

Does Not Meet: _____

7.2 Does the contract with the public or private alternative program state that noncompliance with a rule or statute may result in termination of the contract?

Meets: X _____

Does Not Meet: _____

8. Expenditures

8.1 Does the program comply with Oregon Revised Statutes regarding expenditures?

Meets: X _____

Does Not Meet: _____

9. Achievement of Standards

9.1 Does the program enhance the ability of the district and its students to achieve district and state standards?

Meets: X _____

Does Not Meet: _____

10. Attendance

10.1 Are students residents of the district as defined in ORS 339.133-137?

Meets: X _____

Does Not Meet: _____

School/Program

Meets Criteria: X _____

Does Not Meet Criteria: _____

Findings

Bend International School has met all the requirements of their contract with Bend-La Pine Schools. Bend International School has met all of the evaluation criteria set forth in IGBHAA-AR, Evaluation of Alternative Education Programs.

Appendix B
Enrollment and Student Demographics
2023-24

For 2023-2024...	
Total number of students enrolled	218 (data below based on 216 in Synergy)
Students with disabilities	13
English Language learners (ELL)	6
American Indian/Alaskan native	0
Native Hawaiian/Pacific Islander	1
Hispanic/Latino	35
Asian	4
White	154
Black	1
Multi-racial	21
Migrant	0
Homeless	0 (reported)
Students in foster care	2 (to the best of my understanding)
Male	104 (1 child who is transgender should be classified as female)
Female	110 (1 child who is transgender has been able to successfully change her gender in Synergy)
Nonbinary	2 (1 child who is transgender should be classified as male)

Note: Groups of students listed above represent categories used by the Oregon Department of Education in demographic profiles of students. For some categories, programs may delineate that there are “fewer than 10 students or data unavailable.”



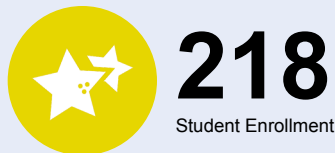
OREGON AT-A-GLANCE SCHOOL PROFILE

Bend International School



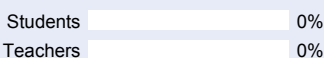
PRINCIPAL: Melissa Barnes Dholakia | GRADES: K-8 | 63020 OB Riley Road, Bend 97703 | 541-797-7038

Students We Serve

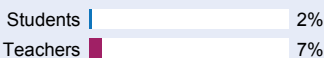


DEMOGRAPHICS

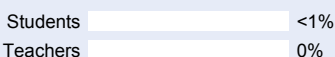
American Indian/Alaska Native



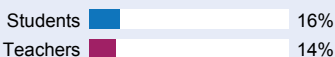
Asian



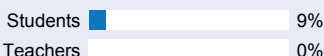
Black/African American



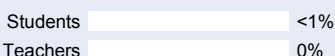
Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



5%

Ever English Learners



4

Languages Spoken

6%

Students with Disabilities

81%

Required Childhood Vaccinations

13%

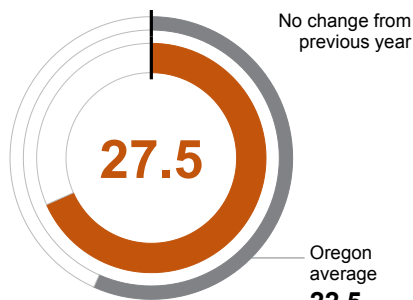
Students Experiencing Poverty

*<10 students or data unavailable

School Environment

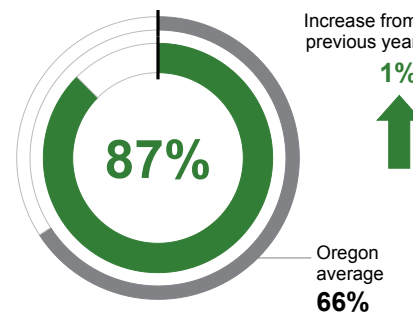
CLASS SIZE

Median class size.



REGULAR ATTENDERS

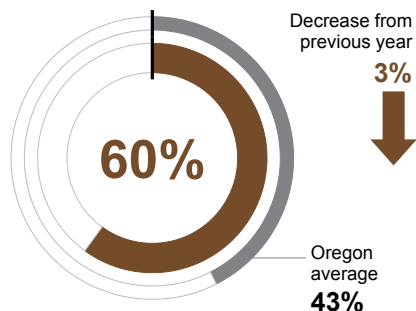
Students who attended more than 90% of their enrolled school days.



Academic Success

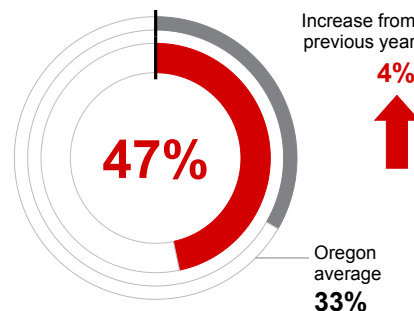
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



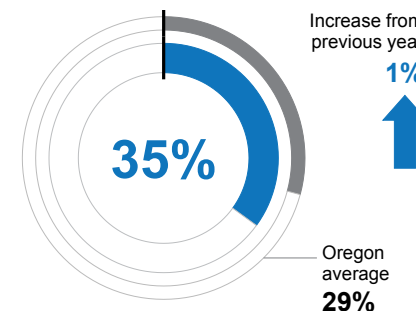
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

Our promise is for every student to be known by name, strength and need; and to graduate ready for college, career and citizenship. Our focus is on people, starting with our teachers and school staff and extending to students, families and community partners. We ask teachers, school leaders and staff to hold our students to high expectations, to model those standards in their own behavior and to provide all students the support they need to succeed.

State Goals

The Oregon Department of Education is collaborating with school districts and communities across the state to achieve a 90% on-time graduation rate by 2027. Grounded in the pillars of Academic Excellence, Belonging and Wellness, and Reimagined Accountability, ODE prioritizes evidence-based practices to boost early literacy, attendance, and student engagement. We are committed to closing opportunity and achievement gaps for marginalized students and securing long-term success for all of Oregon's learners by investing in culturally responsive practices, fostering inclusive environments and always driving for continuous improvement.

Safe & Welcoming Environment

- Bend-La Pine Schools is committed to creating a safe and welcoming environment for all students. Our strategic priorities include:
 - Maximizing safety for students, staff, and the community.
 - Ensuring physically and psychologically safe, secure and orderly learning environments.
 - Building upon our foundation of prevention, intervention, emotional health and crisis preparedness.



OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Bend International School

2023-24

Outcomes

Our Staff (rounded FTE)



12

Teachers



5

Educational assistants



1

Counselors/
Psychologists/
Social Workers



89%

Average teacher retention rate over the past three years



100%

% of licensed teachers with more than 3 years of experience



Yes

Same principal in the last 3 years

REGULAR ATTENDERS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	88%
Multiracial	95%
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	87%
Students Experiencing Poverty	77%
Ever English Learner	<10 students or data unavailable
Students with Disabilities	82%
Migrant	<10 students or data unavailable
Homeless	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable
Military Connected	<10 students or data unavailable
Talented and Gifted	86%
Female	88%
Male	87%
Non-Binary	<10 students or data unavailable

ENGLISH LANGUAGE ARTS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
52%
80%
<10 students or data unavailable
60%
47%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
92%
69%
51%
<10 students or data unavailable

MATHEMATICS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
42%
50%
<10 students or data unavailable
46%
29%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
>95%
45%
48%
<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

Bend-La Pine Schools is committed to creating a safe and welcoming environment for all students. Our strategic priorities include

- Maximizing safety for students, staff, and the community.

- Ensuring physically and psychologically safe, secure and orderly learning environments.

- Building upon our foundation of prevention, intervention, emotional health and crisis preparedness.

EXTRACURRICULAR ACTIVITIES

Bend-La Pine Schools values extracurricular activities, including interscholastic sports, academic clubs, service clubs and more. To learn more about the activities offered at our school, connect with our staff or visit our school website for details.

PARENT ENGAGEMENT

We ask parents and families to partner with us in giving children the support they need to succeed at school. We ask community partners to consider committing more time and expertise. We offer numerous ways for interested families and community members to connect with our schools — through volunteering, attending school activities and events and much more.

COMMUNITY ENGAGEMENT

We offer numerous ways for interested community members and businesses to connect with our schools. We partner with local businesses and community agencies to provide students with learning opportunities. Contact our schools to learn more about ways to connect.

2023-24 ESSA Accountability Details Report

Public Version – Preliminary - September 09, 2024

District: Bend-LaPine Administrative SD 1

School: Bend International School

The Accountability Details Report displays the data for indicators used to identify schools for comprehensive or targeted supports as required by Oregon's State Plan under the Every Student Succeeds Act (ESSA). The accountability system uses six indicators for elementary and middle schools. For more information about the included indicators and their definitions and calculations, please refer to the [Accountability Details Policy and Technical Manual](#). Arrows (up ↑ or down ↓) indicate the change in the rating level of the indicator from the previous year.

Indicator Ratings Table

Student Group	ESSA Supports	ELA Achievement	ELA Change	Math Achievement	Math Change	Regular Attenders	On Track to ELP
All Students	Not Identified	Level 3	Level 3	Level 3	Level 4 ↑	Level 2	Not Rated
Students Experiencing Poverty	Not Identified	Level 2	Not Rated	Level 2	Not Rated	Level 2	
English Learners	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated
Students with Disabilities	Not Identified	Level 1	Not Rated	Level 1	Not Rated	Not Rated	
Underserved Race/Ethnicity	Not Identified	Level 3	Level 5	Level 2	Not Rated	Level 2	
American Indian/Alaska Native	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Native Hawaiian/Pacific Islander	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Black/African American	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Hispanic/Latino	Not Identified	Level 3	Level 5	Level 2	Not Rated	Level 2	
Asian	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
White	Not Identified	Level 3	Level 3	Level 3	Level 3	Level 2	
Multi-racial	Not Identified	Level 3 ↑	Not Rated	Level 2	Not Rated	Level 5	

Suggested Level of Support: **Not Identified**

Year Identified: **Not Identified**

Met ELA and Math Participation target (95%) for all student groups: **No** (details on pages 4 and 7)

Received Title I Funds in 2023-24: **No**

Please note the following:

- Indicator ratings that display 'Not Rated' refer to student groups that do not meet the minimum n-size of 20 to receive a rating.
- The Students Experiencing Poverty student group includes students that received SNAP/TANF benefits, were in foster care, experienced homelessness, or received migrant services. Students Experiencing Poverty replaced the formerly used Economically Disadvantaged student group.
- The English Learner student group has different inclusion rules depending on the indicator.
- The Underserved Race/Ethnicity student group consists of the following racial/ethnic groups: American Indian/Alaska Native, Black/African American, Hispanic/Latino, and Native Hawaiian/Pacific Islander.

English Language Arts Academic Achievement Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

English Language Arts Achievement Level	Cut
Level 5	80
Level 4	67
Level 3	54
Level 2	18
Level 1	<18

The English Language Arts (ELA) Achievement indicator displays the percentage of students meeting the ELA achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	66.0	63.2	57.7	62.8	Level 3
All Students - Adjusted Denominator	144	144	142	427	
Students Experiencing Poverty - Percent	47.8	52.2	42.1	47.7	Level 2
Students Experiencing Poverty - Adjusted Denominator	23	23	19	65	
English Learners - Percent	*	*	*	21.1	Not Rated
English Learners - Adjusted Denominator	*	*	*	*	
Students with Disabilities - Percent	11.8	<5	<5	5.6	Level 1
Students with Disabilities - Adjusted Denominator	17	*	*	*	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Adjusted Denominator	*	*	*	*	
Hispanic/Latino - Percent	52.6	57.9	52.4	56.1	Level 3
Hispanic/Latino - Adjusted Denominator	19	19	21	57	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	50.0	60.0	50.0	54.1	Level 3
Underserved Race/Ethnicity - Adjusted Denominator	20	20	22	61	
Asian - Percent	*	*	*	*	Not Rated
Asian - Adjusted Denominator	*	*	*	*	
White - Percent	70.3	63.1	58.7	64.3	Level 3
White - Adjusted Denominator	111	111	104	325	
Multi-racial - Percent	41.7	60.0	57.1	54.3	Level 3
Multi-racial - Adjusted Denominator	12	10	14	35	

English Language Arts Average Gap Score Change Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

The English Language Arts (ELA) Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

ELA Average Gap Score Change	Cut
Level 5	5
Level 4	-7
Level 3	-19
Level 2	-42
Level 1	<-42

Student Group	2018-19	2023-24	Change in Average	Level
All Students	24	14	-10	Level 3
All Students - Denominator	130	133		
Students Experiencing Poverty	12	-15	-27	Not Rated
Students Experiencing Poverty - Denominator	14	17		
English Learners	-70	*	*	Not Rated
English Learners - Denominator	11	*		
Students with Disabilities	-86	*	*	Not Rated
Students with Disabilities - Denominator	12	*		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	-21	-8	13	Level 5
Hispanic/Latino - Denominator	23	21		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	-19	-10	9	Level 5
Underserved Race/Ethnicity - Denominator	24	22		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	34	17	-17	Level 3
White - Denominator	99	99		
Multi-racial	*	18	*	Not Rated
Multi-racial - Denominator	*	10		

English Language Arts Participation Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the three-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Participation Target: 94.5%

Student Group	2021-22	2022-23	2023-24	3-year Average	Status
All Students - Percent	92.8	96.8	90.3	93.3	Not Met
All Students - Denominator	153	154	155	462	
Students Experiencing Poverty - Percent	92.0	95.8	86.4	91.5	Not Met
Students Experiencing Poverty - Denominator	25	24	22	71	
English Learners - Percent	66.7	100.0	100.0	86.4	Not Met
English Learners - Denominator	9	6	7	22	
Students with Disabilities - Percent	76.5	72.7	54.5	69.2	Not Met
Students with Disabilities - Denominator	17	11	11	39	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*	*	*	
Black/African American - Percent	*	*	0.0	0.0	Not Rated
Black/African American - Denominator	*	*	1	1	
Hispanic/Latino - Percent	80.0	100.0	100.0	93.8	Not Met
Hispanic/Latino - Denominator	20	22	23	65	
Native Hawaiian/Pacific Islander - Percent	100.0	100.0	100.0	100.0	Not Rated
Native Hawaiian/Pacific Islander - Denominator	1	1	1	3	
Underserved Race/Ethnicity - Percent	81.0	100.0	96.0	92.8	Not Met
Underserved Race/Ethnicity - Denominator	21	23	25	69	
Asian - Percent	100.0	100.0	100.0	100.0	Not Rated
Asian - Denominator	2	3	3	8	
White - Percent	94.9	95.8	91.2	94.0	Not Met
White - Denominator	118	118	113	349	
Multi-racial - Percent	91.7	100.0	71.4	86.1	Not Met
Multi-racial - Denominator	12	10	14	36	

Mathematics Academic Achievement Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

Mathematics Achievement Level	Cut
Level 5	80
Level 4	62
Level 3	43
Level 2	8
Level 1	<8

The Mathematics Achievement indicator displays the percentage of students meeting the Mathematics achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	45.1	43.1	43.0	44.0	Level 3
All Students - Adjusted Denominator	144	144	142	427	
Students Experiencing Poverty - Percent	26.1	21.7	26.3	24.6	Level 2
Students Experiencing Poverty - Adjusted Denominator	23	23	19	65	
English Learners - Percent	*	*	*	5.3	Not Rated
English Learners - Adjusted Denominator	*	*	*	*	
Students with Disabilities - Percent	5.9	9.1	<5	5.6	Level 1
Students with Disabilities - Adjusted Denominator	17	11	*	*	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Adjusted Denominator	*	*	*	*	
Hispanic/Latino - Percent	42.1	36.8	40.0	40.4	Level 2
Hispanic/Latino - Adjusted Denominator	19	19	20	57	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	40.0	35.0	36.4	37.7	Level 2
Underserved Race/Ethnicity - Adjusted Denominator	20	20	22	61	
Asian - Percent	*	*	*	*	Not Rated
Asian - Adjusted Denominator	*	*	*	*	
White - Percent	46.8	44.1	43.3	44.9	Level 3
White - Adjusted Denominator	111	111	104	325	
Multi-racial - Percent	25.0	30.0	35.7	31.4	Level 2
Multi-racial - Adjusted Denominator	12	10	14	35	

Mathematics Average Gap Score Change Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

The Mathematics Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Math Average Gap Score Change	Cut
Level 5	4
Level 4	-11
Level 3	-24
Level 2	-49
Level 1	<-49

Student Group	2018-19	2023-24	Change in Average	Level
All Students	-1	-8	-7	Level 4
All Students - Denominator	128	128		
Students Experiencing Poverty	-48	-45	3	Not Rated
Students Experiencing Poverty - Denominator	14	17		
English Learners	-89	*	*	Not Rated
English Learners - Denominator	11	*		
Students with Disabilities	-149	*	*	Not Rated
Students with Disabilities - Denominator	12	*		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	-45	-31	14	Not Rated
Hispanic/Latino - Denominator	23	18		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	-46	-30	16	Not Rated
Underserved Race/Ethnicity - Denominator	24	19		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	11	-8	-19	Level 3
White - Denominator	97	96		
Multi-racial	*	-2	*	Not Rated
Multi-racial - Denominator	*	10		

Mathematics Participation Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the three-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Participation Target: 94.5%

Student Group	2021-22	2022-23	2023-24	3-year Average	Status
All Students - Percent	91.5	96.8	87.1	91.8	Not Met
All Students - Denominator	153	154	155	462	
Students Experiencing Poverty - Percent	96.0	95.8	86.4	93.0	Not Met
Students Experiencing Poverty - Denominator	25	24	22	71	
English Learners - Percent	66.7	100.0	85.7	81.8	Not Met
English Learners - Denominator	9	6	7	22	
Students with Disabilities - Percent	82.4	72.7	45.5	69.2	Not Met
Students with Disabilities - Denominator	17	11	11	39	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*	*	*	
Black/African American - Percent	*	*	0.0	0.0	Not Rated
Black/African American - Denominator	*	*	1	1	
Hispanic/Latino - Percent	75.0	100.0	91.3	89.2	Not Met
Hispanic/Latino - Denominator	20	22	23	65	
Native Hawaiian/Pacific Islander - Percent	100.0	100.0	100.0	100.0	Not Rated
Native Hawaiian/Pacific Islander - Denominator	1	1	1	3	
Underserved Race/Ethnicity - Percent	76.2	100.0	88.0	88.4	Not Met
Underserved Race/Ethnicity - Denominator	21	23	25	69	
Asian - Percent	100.0	100.0	100.0	100.0	Not Rated
Asian - Denominator	2	3	3	8	
White - Percent	94.9	95.8	88.5	93.1	Not Met
White - Denominator	118	118	113	349	
Multi-racial - Percent	83.3	100.0	71.4	83.3	Not Met
Multi-racial - Denominator	12	10	14	36	

Regular Attenders Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

The Regular Attenders indicator displays the percentage of students attending for more than 90 percent of their enrolled school days, the denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Regular Attenders Level	Cut
Level 5	93
Level 4	89
Level 3	85
Level 2	52
Level 1	<52

State Long Term Goal: 93%

Student Group	Grade Range	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	K-5	91.2	77.4	79.8	82.9	Level 2
All Students - Denominator		136	133	129	398	
Students Experiencing Poverty - Percent	K-5	94.4	66.7	57.1	74.0	Level 2
Students Experiencing Poverty - Denominator		18	18	14	50	
English Learners - Percent	K-5	*	*	*	50.0	Not Rated
English Learners - Denominator		*	*	*	*	
Students with Disabilities - Percent	K-5	*	*	*	77.8	Not Rated
Students with Disabilities - Denominator		*	*	*	*	
American Indian/Alaska Native - Percent	K-5	*	*	*	*	Not Rated
American Indian/Alaska Native - Denominator		*	*	*	*	
Black/African American - Percent	K-5	*	*	*	*	Not Rated
Black/African American - Denominator		*	*	*	*	
Hispanic/Latino - Percent	K-5	80.0	61.9	83.3	75.0	Level 2
Hispanic/Latino - Denominator		15	21	24	60	
Native Hawaiian/Pacific Islander - Percent	K-5	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator		*	*	*	*	
Underserved Race/Ethnicity - Percent	K-5	81.3	63.6	83.3	75.8	Level 2
Underserved Race/Ethnicity - Denominator		16	22	24	62	
Asian - Percent	K-5	*	*	*	*	Not Rated
Asian - Denominator		*	*	*	*	
White - Percent	K-5	92.0	76.3	76.7	82.1	Level 2
White - Denominator		100	93	86	279	
Multi-racial - Percent	K-5	94.1	>95	93.8	>95	Level 5
Multi-racial - Denominator		17	*	16	*	

On Track to English Language Proficiency (ELP) Details

District: Bend-LaPine Administrative SD 1

School: Bend International School

The On Track to English Language Proficiency (ELP) indicator displays the percentage of students who are on track to attain ELP, the denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating.

On Track to ELP Level	Cut
Level 5	80
Level 4	68
Level 3	56
Level 2	22
Level 1	<22

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
Current English Learners - Percent	*	*	*	44.4	Not Rated
Current English Learners - Denominator	*	*	*	*	

**CENTRAL OREGON
INTERGOVERNMENTAL
COUNCIL (COIC)**

**BEND CENTER
LA PINE CENTER
JDEP CENTER**

**Central Oregon Intergovernmental Council
Bend, La Pine, and JDEP Programs
November 2024**

Program Overview

Relevant history, background

The COIC partnership with the Bend La Pine School District (BLSD) began in the 1990's and is constantly evolving. Through the joint efforts of district partners and its dedicated teaching staff, COIC's GED-to-Proficiency Program continues to help students succeed and improve the district's graduation and completion rates. COIC currently operates at sites in Bend, La Pine, and at the Deschutes County Juvenile Community Justice Center. COIC's Youth Education Program is currently focused primarily on the GED exam that is given in four parts: math, language arts, social studies, and science. Proficiency credits are awarded to students choosing to continue high school in pursuit of a diploma after the exam. Testing is not free. Total fees per student often run over \$200.00. COIC pays all fees. COIC Bend operates an official, private, Pearson Vue testing center for GED exams. These exams are proctored with the same level of security as any other testing center and have helped COIC students complete the GED, despite notably reduced testing opportunities at traditional test centers in the region.

The COIC Youth Compass work education component, funded primarily by the Workforce Innovation Opportunity Act (WIOA), provides hands-on training to at-risk youth in the form of a paid outdoor field work-based component, along with wrap-around services with each youth having an assigned employment counselor. The model aligns growth and progress in both the classroom and the workplace. The program also provides potential support service payments for driver's licenses and ID's, fuel vouchers, rent assistance, auto insurance assistance, work tools, clothing for work and interviews, and test and placement fees. Additionally, COIC's Youth Compass program is now facilitating paid internships with students and young adults through Youth Career Connect. COIC's Internship Specialists work directly with all BLSD high schools in developing and placing students into internships with local businesses to provide both work readiness and career exposure training. COIC's Youth Compass program and BLSD have partnered on a grant award through the Youth Development Division. Recent success with this program design in Crook County warranted a Reengagement grant proposal to offer a similar training program to students in BLSD. The work-based training is focused on students learning work skills on assigned projects on school district property and is organized and scheduled with BLSD maintenance staff. Students are transported and

trained by COIC Youth Compass staff, using the work modeling method that has proven successful for teaching and reinforcing solid work ethic. Staff work together to identify 6-8 BLSD high school students who participate in this paid training model, designed to re-engage students who have exhibited poor school performance and attendance. We facilitated two cohorts of youth in Bend during year one of the program and will focus on La Pine High School students for year two.

Mission, vision of the program

Each of the three program locations included in this report (**Juvenile Detention Education Program, Bend Alternative High School, La Pine Alternative High School**) share the common goals of keeping at-risk students engaged in learning and moving forward toward successful completion of a high school diploma or GED certification. In addition, the Juvenile Detention Center site provides re-entry and transition services to youth who are released from incarceration.

Characteristics of student and/or family populations

Please see **Appendix B** for demographic data for each location.

JDEP

Our students housed at the Deschutes County Juvenile Community Justice Center are between the ages of 11 and 18. The largest percentage are from Deschutes County, but others come from a variety of school districts inside and outside of Oregon.

Bend and La Pine Programs

Students at the Bend and La Pine alternative programs are referred to us individually by the Bend-La Pine School District. These students have exhausted the educational options within their assigned school. The district and the family determine that their needs can best be met in our program environment. These are at-risk youth between the ages of 16 and 21.

Curriculum, Instruction, and Assessment of Student Progress

Overview of academic program.

Instructional approach, focus

- Review of records and transcripts
- In person meeting with student and guardian
- Acknowledgement of, and agreement with, standards of conduct and attendance
- Collaboration with student's home school district
- Receipt of Special Education records
- Initial assessment / placement testing at entrance: Lets Go Learn, Aztec, GED Ready, Edgenuity
- Establishment of student goals for academic achievement
- Variety of electronic and paper curriculum options available

Due to the unique needs of our population, COIC offers instruction in small group settings where students progress at their own pace toward customized academic goals. Our programs offer rolling enrollment. This enables us to accept referrals from school districts as needed. All learning plans are individualized to fit each student's background, academic needs and goals. This process is the hallmark of the COIC system and is based on the simple idea that every student can make measurable academic progress.

Primary curricular materials

- Aztec's GEDr Kaplan Prep Series
- Imagine Learning, Edgenuity
- Imagine Learning, Odysseyware
- GED Testing Service
- GED Ready Official Practice Testing
- Steck-Vaughn Complete GED Test Preparation (paper)
- Kaplan GED Test Prep Plus (paper)
- Scoreboost for GED (paper)
- English and Spanish curriculum (Aztec, Steck-Vaughn, Kaplan)

Alignment to Oregon standards

Each of our locations are registered with the State of Oregon and Accredited by Cognia. Curriculum used at our sites aligns with Oregon Standards.

Students' academic progress

JDEP

Student academic progress is measured by testing at entrance and every subsequent 90 days. *Let's Go Learn* software is used to determine placement and measure growth in reading and math. Students continue to work in their standard academic subjects on Imagine Learning Odysseyware. In addition, Oregon Food Handler Training is available. When students exit, their student records and credits earned are sent to the receiving school district.

Bend and La Pine Programs

Students are assessed at entrance and regularly thereafter. Practice testing shows progress toward readiness for official testing. Students who work solely on credit recovery are monitored through their successful completion of modules in the curriculum software, or on paper.

Supports for students with special needs.

JDEP

School districts send special education documents to JDEP. These can include IEPs, 504 plans, or ELL participation documentation. JDEP staff coordinates with districts to provide IEP meetings and services via zoom or in-person by utilizing a space in the detention facility for the specialist and student to meet. The classroom teacher follows the specifications within the IEP for accommodations and modifications.

Bend and La Pine Programs

The Bend-La Pine School District provides special education support for students in our programs. IEP documents are shared with our teaching staff. Special services, accommodations and modifications are provided.

Communication of academic progress.

JDEP

When a student exits our facility, an "Exit Notification & Credits Earned" document goes to the school of last enrollment (prior to JDEP). The school is required to accept credits that were earned by the student while incarcerated and transfer them to the official high school transcript. Enacted through SB 1522, this requirement creates greater opportunity for students to continue coursework while enrolled, ensuring they continue to make progress toward graduation requirements.

While students are housed at the facility, students' academic standing and progress are measured using *Let's Go Learn* adaptive assessment software.

Bend and La Pine Programs

When students enter our program, a meeting with parent/guardian, student, and teacher is required. When students exit our programs, records of credits recovered, GED tests passed, and academic progress are passed to the students' home school district. Parent/Family contact is maintained throughout the period of enrollment. Teachers contact parents daily for any unexcused absence. Testing progress is communicated frequently with parents as students approach each test opportunity. A "Last Chance" agreement (contract) may be given to the student and family if the student's attendance or performance is not satisfactory. During the most recent Cognia accreditation, parent surveys indicated that parents were positive about the frequency and content of communication from the school.

Program Successes and Priorities for Growth

Successes.

Many students who enter our programs have exhausted the options for high school completion at their home school. Our programs provide an opportunity for individualized curriculum delivery with small group supervision and assistance. Every student who completes a GED or earns high school credits in our program is increasing their future career readiness and improving completion rates for the school district.

Priorities for growth.

We look forward to serving additional youth from outlying areas and growing our programs in response to the needs of the district.

**Appendix A
Assurances**

In accordance with OAR 581-022-1350, school districts in Oregon are required to evaluate alternative education programs, i.e.; Contract Schools under ORS 336.665 and Charter schools under ORS 338.095 annually. Documentation is required by the Contract and Charter School Director/Principal to be returned to the Bend-La Pine Schools, Crook County School District, and the Redmond School District for review.

A copy of the written evaluation shall be provided to the Contract or Charter School Director or Principal upon completion.

Date: _____ **Evaluator:** _____

School/Program: COIC 1) Bend Classroom 2) La Pine Classroom 3) Deschutes County Juvenile Community Justice Classroom

1. Staff

1.1 Have criminal records checks requirements been met (ORS 181.539, ORS 326.603, 326.607 and 342.232)?

Meets: _____ **X** _____

Does Not Meet: _____

2. Curriculum

2.1 Are students receiving instruction in the state academic content standards to prepare students to meet appropriate benchmark levels to provide an opportunity to receive the Oregon High School Diploma?

Meets: _____ **X** _____

Does Not Meet: _____

2.2 Are Oregon Statewide Assessments administered and the results reported annually to students, parents and the school district?

Meets: _____ **X** _____

Does Not Meet: _____

2.3 Are student's parents and the district receiving, at least annually, a report of academic progress, including performance on state assessments?

Meets: _____ **X** _____

Does Not Meet: _____

2.4 Are Special Education and other special needs students served in accordance with state and federal laws?

Meets: _____ **X** _____

Does Not Meet: _____

3. Discrimination

3.1 Does the program comply with nondiscrimination requirements of law? Program does not discriminate based on age, disability, national origin, race, marital status, religion or sex (ORS 659.850; 659.855)?

Meets: _____ **X** _____

Does Not Meet: _____

4. Registration (Private Alternative Programs Only)

4.1 Is the program registered with the Oregon Department of Education?

Meets: _____ **X** _____

Does Not Meet: _____

5. Site Evaluation

5.1 Does the program comply with health and safety statutes and rules?

Meets: _____ **X** _____

Does Not Meet: _____

6. Tuition and Fees

6.1 Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, and 339.155)?

Meets: _____ **X** _____

Does Not Meet: _____

7. Contract

7.1 The program complies with any state or federal statutes, rule or school district policy specified in the contract with the public or private alternative education program.

Meets: _____ **X** _____

Does Not Meet: _____

7.2 Does the contract with the public or private alternative program state that noncompliance with a rule or statute may result in termination of the contract?

Meets: _____ **X** _____

Does Not Meet: _____

8. Expenditures

8.1 Does the program comply with Oregon Revised Statutes regarding expenditures?

Meets: _____ **X** _____

Does Not Meet: _____

9. Achievement of Standards

9.1 Does the program enhance the ability of the district and its students to achieve district and state standards?

Meets: _____ **X** _____

Does Not Meet: _____

10. Attendance

10.1 Are students residents of the district as defined in ORS 339.133-137?

Meets: _____ **X** _____

Does Not Meet: _____

School/Program

Meets Criteria: _____ **X** _____

Does Not Meet Criteria: _____

Findings

COIC Bend, La Pine, & JDEP programs have met all the requirements of their contract with the **Bend-La Pine School District**. **COIC Bend, La Pine, & JDEP programs** have met all of the evaluation criteria set forth in IGBHAA-AR, Evaluation of Alternative Education Programs.

Appendix B
Enrollment and Student Demographics
2023/24

For School Year 2023/24			
	COIC Bend	COIC La Pine	COIC JDEP
Total number of students enrolled	178	59	72
Students with disabilities	53 [27]	7 [1]	16 [2]
American Indian/Alaskan native	4	0	8
Native Hawaiian/Pacific Islander	3	0	0
Hispanic/Latino	33	3	9
Asian	0	1	0
White	120	51	51
Black	8	0	2
Multi-racial	10	4	2
Migrant	NA	NA	NA
Homeless			1
Students in foster care	2	1	1
Male	106	30	51
Female	71	29	21
Nonbinary	1	0	0

Note: Groups of students listed above represent categories used by the Oregon Department of Education in demographic profiles of students. For some categories, programs may delineate that there are “fewer than 10 students or data unavailable.” [] contain data from the previous school year.

Appendix C
Student Progress, School Year

Bend and La Pine Student Achievement 2023/2024

Outcomes	Bend	La Pine
GED	67	9
Diplomas	26	14
GED subject tests passed	313	51
Credits earned	708.5	145.5

DESERT SKY MONTESSORI SCHOOL (DSM)

Desert Sky Montessori Information for Program Evaluation November, 2024

Program Overview

Desert Sky Montessori was founded with love, perseverance, a passion for Montessori education, and... a couple of epic donut sales. Early in 2014, a handful of parents came together to discuss an alternative to traditional elementary education in Bend for their Montessori preschoolers. For the following two and a half years, our founding Board grew from three to more than twelve members. The board worked tirelessly to spread the word about the opportunity for a tuition-free Montessori school in Central Oregon. In the fall of 2016, after three rounds of applications, the Bend-La Pine School District voted unanimously for our approval, granting us the charter. Thus, the first and only tuition-free Montessori elementary school in Central Oregon was created.

After receiving a grant from the Anjulicia Foundation and two grants from the Oregon Department of Education, plus many successful fundraisers, Desert Sky was able to purchase full classroom sets of Nienhuis Montessori materials and secure its original location in the Bend River Plaza. Desert Sky opened on September 6, 2017, with four classrooms ranging from kindergarten to 3rd grade.

In 2018, Desert Sky Montessori grew to include our second location at One World Center, thus making space for our brand-new Upper Elementary classroom and a preschool. Our school expanded to include kindergarten to 6th grade students in seven beautiful and authentic Montessori classrooms.

In 2022, Desert Sky Montessori moved to our current location on OB Riley Road, thus uniting all staff and students under one roof. Our original vision of creating a public Montessori school on one campus is now a reality.

Vision

Empowering creative learners to build community and thoughtfully shape the world through public Montessori education.

Mission

Desert Sky Montessori provides all children an environment for joyful exploration that fosters self-discovery and a life-long love of learning.

Equity Statement

Desert Sky Montessori is deeply committed to providing each student with equal opportunities regardless of age, sexual orientation, race, religion, color, national origin, and disability. We welcome all who choose a public Montessori education.

Characteristics of Student and/or Family Populations

Desert Sky Montessori continues to place students using the Bend-La Pine School District lottery system for charter and magnet schools. We serve students from Bend as well as some from Sisters, Redmond, Terrebonne, Sunriver, and La Pine. Families continue to travel to enable their child to have a tuition-free Montessori education. DSM serves the needs of children with many backgrounds and learning styles. Our socio-economic range is vast, and we have students that are English Language Learners, children from homeschooling backgrounds, children with special needs, and children who have struggled to learn in traditional classroom settings.

Curriculum, Instruction, and Assessment of Student Progress

Overview of academic program

The Montessori approach offers a broad vision of education as an aide to life, drawing its principles from the natural development of the child. Its flexibility provides a matrix within which each child's inner directives freely guide the child toward wholesome growth.

The Montessori method was developed over 100 years ago by Dr. Maria Montessori, physician, anthropologist, and pedagogue, following years of detailed observation of how children of all racial, cultural, and socio-economic backgrounds approach learning. Her methods are based in the belief that children are natural learners and that in the right environment, educational materials will spark interest and therefore, learning.

Therefore, Montessori classrooms provide a prepared environment to maximize independent learning and exploration. Children's innate passion for learning is encouraged by giving them opportunities to engage in spontaneous, purposeful activities with the guidance of the trained adult. With Montessori materials, children master a set progression of skills and learning objectives. Materials present concepts in concrete forms. When studying geometry, for example, students can hold the shapes in their hands. When learning math concepts, they work with beads, bars, and cubes to represent numbers in a tangible form. When learning geography, they work with puzzle maps. When learning language, students trace sandpaper letters and learn their sounds phonetically. Within a framework of order, the children

progress at their own pace and rhythm, according to their individual capabilities.

In a Montessori classroom, the daily schedule includes three hours of uninterrupted time for students to engage in individual and small group work of their choice, with guidance from the teachers. Students receive lessons in the use of the materials either individually or in small groups. The children maintain the classroom and materials and participate in developing class rules, which develops a sense of individual responsibility and self-esteem.

Montessori classrooms are typically made up of children in a three-year age range. Upper Elementary classes have 4th, 5th, and 6th grades. Lower Elementary classes have 1st, 2nd, and 3rd grades. Primary classes here at DSM are a hybrid of kindergarten and 1st grades.

Each classroom has a full set of specifically designed Montessori learning materials that are methodically arranged and available in an orderly and beautifully prepared environment. The Montessori curriculum encompasses and aligns both Montessori and Oregon State Standards. While the Oregon Standards are organized into learning standards with content strands, much of the Montessori curriculum is based on the Five Great Lessons, which present the emergence of the universe and the progression of the human civilization. Our curriculum covers state standards while adhering to the Montessori principle of presenting information in a whole-to-part progression. We plan and record student progress using an online program called Transparent Classroom.

Students' academic progress.

Each child's progress through the Montessori curriculum is based on a proficiency model. Students are able to move through materials based on their ability to "master" their work. The teachers take detailed records on each child's progress through the material.

The Montessori classroom provides choices of learning opportunities for students. Students are given lessons on a daily basis and are given work to complete. Each work is added to the child's plan and the teacher monitors how and when the child completes this work. It is a choice for the child within their workday, but is work that will need to be completed within the week. Students are followed and carefully monitored for progress throughout the year. Additionally, as required by BLPDS, we administer easyCBM and Acadience (DIBELS) tests three times each year, as well as state testing annually.

As Montessori education prioritizes a holistic approach to learning, focusing on hands-on materials, independent exploration, and a deep conceptual understanding, our test scores may not always align with the format and content of standardized tests.

It is our opinion that students might demonstrate strong abilities in real-world applications and critical thinking that are not fully captured by traditional testing methods. We therefore use this testing data as a comparative measure and focus on other diverse assessment tools such as observations, portfolios of work, etc. that better represent the breadth of student capabilities. As needed, additional supports are offered (see below).

Supports for students with special needs.

The Montessori philosophy has a focus on meeting each student with their specific needs, so the list of interventions will be dependent on each child. The list may include differentiating instruction to meet the academic needs of the child (due to our multi-aged classrooms this is a fairly common strategy), leading small group instruction or even one-on-one lesson instruction in areas of concern, implementing research-based, mainstream instruction in areas of concern, using technology for practicing in areas of concern, conducting routine Child Study team meetings, and peer grouping. All of these interventions are utilized in partnership with assessment to track their progress.

In addition to the Tier I and Tier II instruction that occurs in the classroom, we also have two intervention specialists that are currently working with 20 students 4 days a week (plus an additional 3 students 2 days per week) for 20-30 minutes each in small groups. Students learn through a multisensory approach using a variety of materials and guided by the research-backed methods of the Science of Reading. We had one specialist last year and we saw significant growth in our students' reading abilities. With this growth and the addition of a second interventionist, we are able to focus on preventative early literacy to get our students reading with accuracy and fluency before they reach upper elementary. Students have felt the benefits of reading and are excited to work with their reading groups.

Overall math results from the recent easyCBM testing showing only 12 students (not including those on IEP's) at or below the 25th percentile. We continue to re-examine our intervention strategies in Math (SPED team is currently using Bridges).

Progress monitoring will allow us to monitor growth in both reading and mathematics.

Our student population is extremely neurodiverse. There are currently 43 students out of the 168 enrolled that are receiving special services (interventions of some kind), which is a little over 25% of our student body. We have 11 students on IEP's and 7 on 504's.

Communication of academic progress.

The goal in this setting is for the Montessori student to be responsible for working independently; however, teachers, parents, and students all benefit from work plans and accurate reporting. Each week work plans are created and reviewed. Teachers upload lessons and track overall growth and development weekly in a system called Transparent Classroom, which parents have access to so that they are aware of their child's progress. We have parent conferences and send home progress reports twice per year.

Program Successes and Priorities for Growth

Successes.

Desert Sky Montessori parents show commitment to our school and to their children's education and contribute on a variety of levels. Parent participation is highly encouraged. Highlights have been parents who have come into classrooms to share their expertise. This year we have had an artist/parent come in to work with students, as well as a school-wide Geology Day that was hosted by a parent. We also had students help plan, design, and build a pollinator garden in our school courtyard. These experiences are plentiful and provide rich contextual opportunities and spark interest in the eyes of our students.

As previously mentioned, our intervention groups have shown growth, and we are excited about doubling down on that front this year to meet the needs of more students.

Priorities for growth.

This year we have initiated a Strategic Planning Process to engage our community partners to better understand common goals, the strength and sustainability of our program, areas of opportunity and growth, and the level of community awareness. It is our hope to bring all our community partners together toward one vision for the school.

As we work through this process, priorities for growth are to develop effective communication plans enabling us to share our authentic Montessori values with our community, cultivate a community of empowerment, enhance our programs, and inspire an allegiance to nature.

**Appendix A
Assurances**

**In accordance with OAR 581-022-1350, school districts in Oregon are required to evaluate alternative education programs, i.e.; Contract Schools under ORS 336.665 and Charter schools under ORS 338.095 annually. Documentation is required by the Contract and Charter School Director/Principal to be returned to the Bend-La Pine Schools, Crook County School District, and the Redmond School District for review.
A copy of the written evaluation shall be provided to the Contract or Charter School Director or Principal upon completion.**

Date: 11/12/2024

Evaluator: Lora Nordquist

School/Program: Desert Sky Montessori

1. Staff

1.1 Have criminal records checks requirements been met (ORS 181.539, ORS 326.603, 326.607 and 342.232)?

Meets: X

Does Not Meet: _____

2. Curriculum

2.1 Are students receiving instruction in the state academic content standards to prepare students to meet appropriate benchmark levels to provide an opportunity to receive the Oregon High School Diploma?

Meets: X

Does Not Meet: _____

2.2 Are Oregon Statewide Assessments administered and the results reported annually to students, parents and the school district?

Meets: X

Does Not Meet: _____

2.3 Are student's parents and the district receiving, at least annually, a report of academic progress, including performance on state assessments?

Meets: X

Does Not Meet: _____

2.4 Are Special Education and other special needs students served in accordance with state and federal laws?

Meets: _____ X _____

Does Not Meet: _____

3. Discrimination

3.1 Does the program comply with nondiscrimination requirements of law? Program does not discriminate based on age, disability, national origin, race, marital status, religion or sex (ORS 659.850; 659.855)?

Meets: _____ X _____

Does Not Meet: _____

4. Registration (Private Alternative Programs Only)

4.1 Is the program registered with the Oregon Department of Education?

Meets: _____

Does Not Meet: _____

5. Site Evaluation

5.1 Does the program comply with health and safety statutes and rules?

Meets: _____ X _____

Does Not Meet: _____

6. Tuition and Fees

6.1 Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, and 339.155)?

Meets: _____ X _____

Does Not Meet: _____

7. Contract

7.1 The program complies with any state or federal statutes, rule or school district policy specified in the contract with the public or private alternative education program.

Meets: _____ X _____

Does Not Meet: _____

7.2 Does the contract with the public or private alternative program state that noncompliance with a rule or statute may result in termination of the contract?

Meets: _____ X _____

Does Not Meet: _____

8. Expenditures

8.1 Does the program comply with Oregon Revised Statutes regarding expenditures?

Meets: _____ X _____

Does Not Meet: _____

9. Achievement of Standards

9.1 Does the program enhance the ability of the district and its students to achieve district and state standards?

Meets: _____ X _____

Does Not Meet: _____

10. Attendance

10.1 Are students residents of the district as defined in ORS 339.133-137?

Meets: _____ X _____

Does Not Meet: _____

School/Program

Meets Criteria: _____ X _____

Does Not Meet Criteria: _____

Findings

Desert Sky Montessori has met all the requirements of their contract with Bend-La Pine Schools. Desert Sky Montessori has met all of the evaluation criteria set forth in IGBHAA-AR, Evaluation of Alternative Education Programs.

Appendix B
Enrollment and Student Demographics
Desert Sky Montessori

For school year 2023-2024	
Total number of students enrolled	168
Students with disabilities	11
English Language learners (ELL)	1
American Indian/Alaskan native	1
Native Hawaiian/Pacific Islander	1
Hispanic/Latino	11
Asian	6
White	145
Black	4
Multi-racial	
Migrant	
Homeless	1
Students in foster care	
Male	74
Female	93
Nonbinary	1

Note: Groups of students listed above represent categories used by the Oregon Department of Education in demographic profiles of students. For some categories, programs may delineate that there are “fewer than 10 students or data unavailable.”



OREGON AT-A-GLANCE SCHOOL PROFILE

Desert Sky Montessori

PRINCIPAL: Heather Phillips | GRADES: K-6 | 63175 O B Riley Rd, Bend 97703 | 541-350-2090

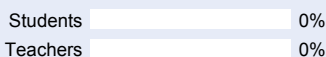


Students We Serve

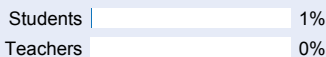


DEMOGRAPHICS

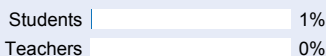
American Indian/Alaska Native



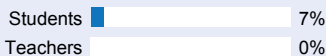
Asian



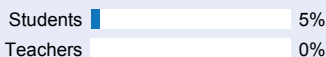
Black/African American



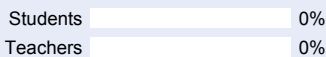
Hispanic/Latino



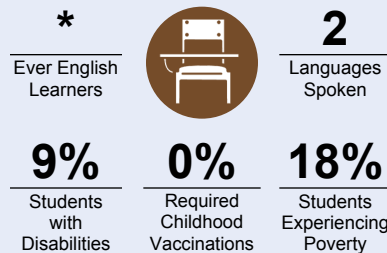
Multiracial



Native Hawaiian/Pacific Islander



White

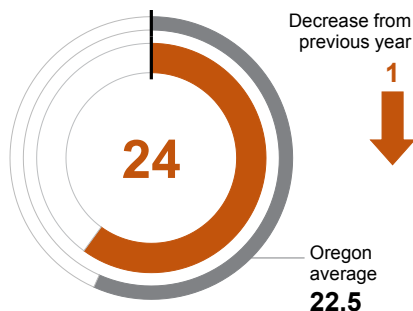


*<10 students or data unavailable

School Environment

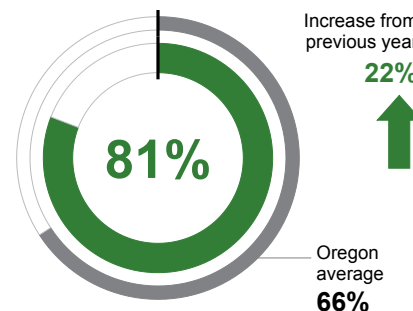
CLASS SIZE

Median class size.



REGULAR ATTENDERS

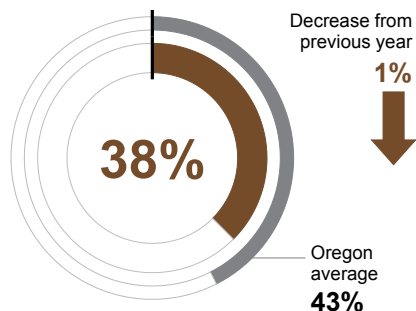
Students who attended more than 90% of their enrolled school days.



Academic Success

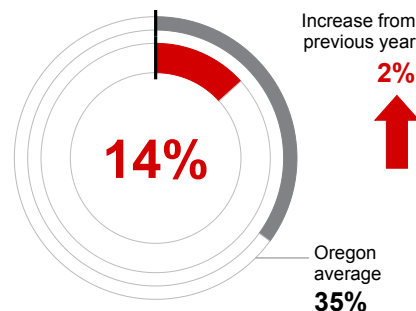
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



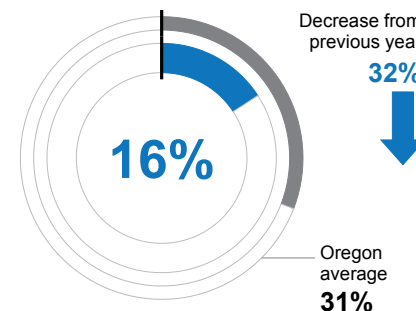
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

Our promise is for every student to be known by name, strength and need; and to graduate ready for college, career and citizenship. Our focus is on people, starting with our teachers and school staff and extending to students, families and community partners. We ask teachers, school leaders and staff to hold our students to high expectations, to model those standards in their own behavior and to provide all students the support they need to succeed.

State Goals

The Oregon Department of Education is collaborating with school districts and communities across the state to achieve a 90% on-time graduation rate by 2027. Grounded in the pillars of Academic Excellence, Belonging and Wellness, and Reimagined Accountability, ODE prioritizes evidence-based practices to boost early literacy, attendance, and student engagement. We are committed to closing opportunity and achievement gaps for marginalized students and securing long-term success for all of Oregon's learners by investing in culturally responsive practices, fostering inclusive environments and always driving for continuous improvement.

Safe & Welcoming Environment

- Bend-La Pine Schools is committed to creating a safe and welcoming environment for all students. Our strategic priorities include
 - Maximizing safety for students, staff, and the community.
 - Ensuring physically and psychologically safe, secure and orderly learning environments.
 - Building upon our foundation of prevention, intervention, emotional health and crisis preparedness.



Outcomes

Our Staff (rounded FTE)



10 Teachers



3 Educational assistants



0 Counselors/ Psychologists/ Social Workers



75% Average teacher retention rate over the past three years



100% % of licensed teachers with more than 3 years of experience



No Same principal in the last 3 years

REGULAR ATTENDERS

Table with 2 columns: Student Group and Percentage. Rows include American Indian/Alaska Native, Asian, Black/African American, Hispanic/Latino (90%), Multiracial, Native Hawaiian/Pacific Islander, White (81%), Students Experiencing Poverty (64%), Ever English Learner, Students with Disabilities (>95%), Migrant, Homeless, Students in Foster Care, Military Connected, Talented and Gifted, Female (86%), Male (76%), Non-Binary.

ENGLISH LANGUAGE ARTS

Table with 2 columns: Student Group and Percentage. Rows include American Indian/Alaska Native, Asian, Black/African American, Hispanic/Latino, Multiracial, Native Hawaiian/Pacific Islander, White (38%), Students Experiencing Poverty, Ever English Learner, Students with Disabilities, Migrant, Homeless, Students in Foster Care, Military Connected, Talented and Gifted, Female (46%), Male (27%), Non-Binary.

MATHEMATICS

Table with 2 columns: Student Group and Percentage. Rows include American Indian/Alaska Native, Asian, Black/African American, Hispanic/Latino, Multiracial, Native Hawaiian/Pacific Islander, White (15%), Students Experiencing Poverty, Ever English Learner, Students with Disabilities, Migrant, Homeless, Students in Foster Care, Military Connected, Talented and Gifted, Female (15%), Male (13%), Non-Binary.

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

Bend-La Pine Schools is committed to creating a safe and welcoming environment for all students. Our strategic priorities include: Maximizing safety for students, staff, and the community; Ensuring physically and psychologically safe, secure and orderly learning environments; Building upon our foundation of prevention, intervention, emotional health and crisis preparedness.

EXTRACURRICULAR ACTIVITIES

Bend-La Pine Schools values extracurricular activities, including interscholastic sports, academic clubs, service clubs and more. To learn more about the activities offered at our school, connect with our staff or visit our school website for details.

PARENT ENGAGEMENT

We ask parents and families to partner with us in giving children the support they need to succeed at school. We ask community partners to consider committing more time and expertise. We offer numerous ways for interested families and community members to connect with our schools — through volunteering, attending school activities and events and much more.

COMMUNITY ENGAGEMENT

We offer numerous ways for interested community members and businesses to connect with our schools. We partner with local businesses and community agencies to provide students with learning opportunities. Contact our schools to learn more about ways to connect.

2023-24 ESSA Accountability Details Report

Public Version – Preliminary - September 09, 2024

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

The Accountability Details Report displays the data for indicators used to identify schools for comprehensive or targeted supports as required by Oregon's State Plan under the Every Student Succeeds Act (ESSA). The accountability system uses six indicators for elementary and middle schools. For more information about the included indicators and their definitions and calculations, please refer to the [Accountability Details Policy and Technical Manual](#). Arrows (up ↑ or down ↓) indicate the change in the rating level of the indicator from the previous year.

Indicator Ratings Table

Student Group	ESSA Supports	ELA Achievement	ELA Change	Math Achievement	Math Change	Regular Attenders	On Track to ELP
All Students	Not Identified	Level 2	Not Rated	Level 2	Not Rated	Level 2	Not Rated
Students Experiencing Poverty	Not Identified	Level 2	Not Rated	Level 1	Not Rated	Level 1	
English Learners	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated
Students with Disabilities	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Level 2	
Underserved Race/Ethnicity	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Level 2	
American Indian/ Alaska Native	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Native Hawaiian/ Pacific Islander	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Black/African American	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Hispanic/Latino	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Level 2	
Asian	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
White	Not Identified	Level 2	Not Rated	Level 2	Not Rated	Level 2	
Multi-racial	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Level 1	

Suggested Level of Support: **Not Identified**

Year Identified: **Not Identified**

Met ELA and Math Participation target (95%) for all student groups: **No** (details on pages 4 and 7)

Received Title I Funds in 2023-24: **No**

Please note the following:

- Indicator ratings that display 'Not Rated' refer to student groups that do not meet the minimum n-size of 20 to receive a rating.
- The Students Experiencing Poverty student group includes students that received SNAP/TANF benefits, were in foster care, experienced homelessness, or received migrant services. Students Experiencing Poverty replaced the formerly used Economically Disadvantaged student group.
- The English Learner student group has different inclusion rules depending on the indicator.
- The Underserved Race/Ethnicity student group consists of the following racial/ethnic groups: American Indian/Alaska Native, Black/African American, Hispanic/Latino, and Native Hawaiian/Pacific Islander.

English Language Arts Academic Achievement Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

English Language Arts Achievement Level	Cut
Level 5	80
Level 4	67
Level 3	54
Level 2	18
Level 1	<18

The English Language Arts (ELA) Achievement indicator displays the percentage of students meeting the ELA achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	41.9	34.2	37.5	37.8	Level 2
All Students - Adjusted Denominator	62	76	72	209	
Students Experiencing Poverty - Percent	*	23.5	30.0	26.5	Level 2
Students Experiencing Poverty - Adjusted Denominator	*	17	10	*	
English Learners - Percent	*	*	*	*	Not Rated
English Learners - Adjusted Denominator	*	*	*	*	
Students with Disabilities - Percent	*	*	*	31.6	Not Rated
Students with Disabilities - Adjusted Denominator	*	*	*	*	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Adjusted Denominator	*	*	*	*	
Hispanic/Latino - Percent	*	*	*	16.7	Not Rated
Hispanic/Latino - Adjusted Denominator	*	*	*	*	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	*	*	*	16.7	Not Rated
Underserved Race/Ethnicity - Adjusted Denominator	*	*	*	*	
Asian - Percent	*	*	*	*	Not Rated
Asian - Adjusted Denominator	*	*	*	*	
White - Percent	46.0	35.8	37.1	39.5	Level 2
White - Adjusted Denominator	50	67	62	177	
Multi-racial - Percent	*	*	*	29.4	Not Rated
Multi-racial - Adjusted Denominator	*	*	*	*	

English Language Arts Average Gap Score Change Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

The English Language Arts (ELA) Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

ELA Average Gap Score Change	Cut
Level 5	5
Level 4	-7
Level 3	-19
Level 2	-42
Level 1	<-42

Student Group	2018-19	2023-24	Change in Average	Level
All Students	*	-15	*	Not Rated
All Students - Denominator	*	72		
Students Experiencing Poverty	*	*	*	Not Rated
Students Experiencing Poverty - Denominator	*	*		
English Learners	*	*	*	Not Rated
English Learners - Denominator	*	*		
Students with Disabilities	*	*	*	Not Rated
Students with Disabilities - Denominator	*	*		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	*	*	*	Not Rated
Hispanic/Latino - Denominator	*	*		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	*	*	*	Not Rated
Underserved Race/Ethnicity - Denominator	*	*		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	*	-7	*	Not Rated
White - Denominator	*	61		
Multi-racial	*	*	*	Not Rated
Multi-racial - Denominator	*	*		

English Language Arts Participation Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the three-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Participation Target: 94.5%

Student Group	2021-22	2022-23	2023-24	3-year Average	Status
All Students - Percent	83.6	84.0	94.7	87.5	Not Met
All Students - Denominator	67	81	76	224	
Students Experiencing Poverty - Percent	62.5	76.5	90.0	77.1	Not Met
Students Experiencing Poverty - Denominator	8	17	10	35	
English Learners - Percent	66.7	66.7	*	66.7	Not Rated
English Learners - Denominator	3	3	*	6	
Students with Disabilities - Percent	80.0	50.0	77.8	70.0	Not Met
Students with Disabilities - Denominator	5	6	9	20	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Denominator	*	*	*	*	
Hispanic/Latino - Percent	80.0	100.0	100.0	91.7	Not Rated
Hispanic/Latino - Denominator	5	2	5	12	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	80.0	100.0	100.0	91.7	Not Rated
Underserved Race/Ethnicity - Denominator	5	2	5	12	
Asian - Percent	100.0	50.0	100.0	80.0	Not Rated
Asian - Denominator	1	2	2	5	
White - Percent	83.0	85.9	93.8	87.8	Not Met
White - Denominator	53	71	65	189	
Multi-racial - Percent	87.5	66.7	100.0	83.3	Not Rated
Multi-racial - Denominator	8	6	4	18	

Mathematics Academic Achievement Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

The Mathematics Achievement indicator displays the percentage of students meeting the Mathematics achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Mathematics Achievement Level	Cut
Level 5	80
Level 4	62
Level 3	43
Level 2	8
Level 1	<8

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	14.5	10.5	13.7	12.9	Level 2
All Students - Adjusted Denominator	62	76	73	209	
Students Experiencing Poverty - Percent	*	<5	<5	<5	Level 1
Students Experiencing Poverty - Adjusted Denominator	*	*	*	*	
English Learners - Percent	*	*	*	*	Not Rated
English Learners - Adjusted Denominator	*	*	*	*	
Students with Disabilities - Percent	*	*	*	<5	Not Rated
Students with Disabilities - Adjusted Denominator	*	*	*	*	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Adjusted Denominator	*	*	*	*	
Hispanic/Latino - Percent	*	*	*	8.3	Not Rated
Hispanic/Latino - Adjusted Denominator	*	*	*	*	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	*	*	*	8.3	Not Rated
Underserved Race/Ethnicity - Adjusted Denominator	*	*	*	*	
Asian - Percent	*	*	*	*	Not Rated
Asian - Adjusted Denominator	*	*	*	*	
White - Percent	18.0	10.4	14.5	14.1	Level 2
White - Adjusted Denominator	50	67	62	177	
Multi-racial - Percent	*	*	*	5.9	Not Rated
Multi-racial - Adjusted Denominator	*	*	*	*	

Mathematics Average Gap Score Change Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

The Mathematics Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Math Average Gap Score Change	Cut
Level 5	4
Level 4	-11
Level 3	-24
Level 2	-49
Level 1	<-49

Student Group	2018-19	2023-24	Change in Average	Level
All Students	*	-74	*	Not Rated
All Students - Denominator	*	73		
Students Experiencing Poverty	*	*	*	Not Rated
Students Experiencing Poverty - Denominator	*	*		
English Learners	*	*	*	Not Rated
English Learners - Denominator	*	*		
Students with Disabilities	*	*	*	Not Rated
Students with Disabilities - Denominator	*	*		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	*	*	*	Not Rated
Hispanic/Latino - Denominator	*	*		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	*	*	*	Not Rated
Underserved Race/Ethnicity - Denominator	*	*		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	*	-70	*	Not Rated
White - Denominator	*	62		
Multi-racial	*	*	*	Not Rated
Multi-racial - Denominator	*	*		

Mathematics Participation Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the three-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Participation Target: 94.5%

Student Group	2021-22	2022-23	2023-24	3-year Average	Status
All Students - Percent	79.1	85.2	96.1	87.1	Not Met
All Students - Denominator	67	81	76	224	
Students Experiencing Poverty - Percent	62.5	76.5	90.0	77.1	Not Met
Students Experiencing Poverty - Denominator	8	17	10	35	
English Learners - Percent	33.3	66.7	*	50.0	Not Rated
English Learners - Denominator	3	3	*	6	
Students with Disabilities - Percent	80.0	50.0	88.9	75.0	Not Met
Students with Disabilities - Denominator	5	6	9	20	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Denominator	*	*	*	*	
Hispanic/Latino - Percent	80.0	100.0	100.0	91.7	Not Rated
Hispanic/Latino - Denominator	5	2	5	12	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	80.0	100.0	100.0	91.7	Not Rated
Underserved Race/Ethnicity - Denominator	5	2	5	12	
Asian - Percent	100.0	50.0	100.0	80.0	Not Rated
Asian - Denominator	1	2	2	5	
White - Percent	77.4	87.3	95.4	87.3	Not Met
White - Denominator	53	71	65	189	
Multi-racial - Percent	87.5	66.7	100.0	83.3	Not Rated
Multi-racial - Denominator	8	6	4	18	

Regular Attenders Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

The Regular Attenders indicator displays the percentage of students attending for more than 90 percent of their enrolled school days, the denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Regular Attenders Level	Cut
Level 5	93
Level 4	89
Level 3	85
Level 2	52
Level 1	<52

State Long Term Goal: 93%

Student Group	Grade Range	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	K-5	53.2	58.9	80.7	64.1	Level 2
All Students - Denominator		154	158	150	462	
Students Experiencing Poverty - Percent	K-5	42.3	31.0	65.4	45.7	Level 1
Students Experiencing Poverty - Denominator		26	29	26	81	
English Learners - Percent	K-5	*	*	*	*	Not Rated
English Learners - Denominator		*	*	*	*	
Students with Disabilities - Percent	K-5	*	*	>95	73.3	Level 2
Students with Disabilities - Denominator		*	*	*	*	
American Indian/Alaska Native - Percent	K-5	*	*	*	*	Not Rated
American Indian/Alaska Native - Denominator		*	*	*	*	
Black/African American - Percent	K-5	*	*	*	*	Not Rated
Black/African American - Denominator		*	*	*	*	
Hispanic/Latino - Percent	K-5	*	90.0	90.0	79.3	Level 2
Hispanic/Latino - Denominator		*	10	10	*	
Native Hawaiian/Pacific Islander - Percent	K-5	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator		*	*	*	*	
Underserved Race/Ethnicity - Percent	K-5	*	90.0	90.9	80.0	Level 2
Underserved Race/Ethnicity - Denominator		*	10	11	*	
Asian - Percent	K-5	*	*	*	*	Not Rated
Asian - Denominator		*	*	*	*	
White - Percent	K-5	55.8	58.8	80.6	65.0	Level 2
White - Denominator		129	136	129	394	
Multi-racial - Percent	K-5	23.1	40.0	*	41.9	Level 1
Multi-racial - Denominator		13	10	*	*	

On Track to English Language Proficiency (ELP) Details

District: Bend-LaPine Administrative SD 1

School: Desert Sky Montessori

The On Track to English Language Proficiency (ELP) indicator displays the percentage of students who are on track to attain ELP, the denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating.

On Track to ELP Level	Cut
Level 5	80
Level 4	68
Level 3	56
Level 2	22
Level 1	<22

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
Current English Learners - Percent	*	*	*	*	Not Rated
Current English Learners - Denominator	*	*	*	*	

J BAR J

ALO Program Evaluation 2023/2024

J Bar J Ranch and J5 Detention

Program Overview

The J Bar J Boys Ranch was established in 1968 and promotes innovative options for at-risk students toward self-sufficiency and personal responsibility. J Bar J Boys Ranch and the J5 Parole and Probation Revocation Program (J5) are accredited schools through Cognia and contract with the Bend-LaPine School District as Alternative Learning Options programs. J Bar J Learning Center provides a standards-based, project-oriented curriculum, career planning, authentic assessment, and an integrated curriculum fitting the needs of our students' emotional intelligence. The schools operate year-round for residents of the J Bar J Boys Ranch and J5 program.

The Mission of J Bar J Learning Center is to promote integrity and develop critical thinking in an atmosphere of positive relationships and mutual respect. All students are capable of being confident, self-directed, lifelong learners.

At J Bar J Boys Ranch educational services are provided for adjudicated male offenders between the ages of 13-20 who have been placed through the Oregon Youth Authority. J Bar J students who are at a higher risk are referred to J5, a short-term stabilization program that is housed in the Deschutes County Detention Facility. Students in the program have a chronic criminal history in the community. They have frequently missed school and are behind in credits with relatively low academic skill levels as a result of inconsistent attendance. Many come from unstable homes with parents/families also in a cycle of criminal history or poverty.

Our program is known to be an effective facility in working with young criminals and sex offenders, and all the youth are receiving treatment related to these offenses while attending our school. In recent years, the demographics of the students who attend J Bar J have changed. Students are older, tend to have a more extensive criminal history with serious offenses, are in need of greater special education support/services, and are more credit deficient resulting in a higher degree of academic support.

Overview of Academic Program

We believe that regardless of students' background or circumstances, ALL our students are capable learners. We work with students who have academic struggles; but with our small class sizes, dynamic instruction and by offering multiple ways to demonstrate learning, we have found our success rate to be commendable.

J Bar J Learning Center offers a full range of curriculum for our students. The school is comprised of four nine-week quarters with an additional quarter of summer school to serve our predominantly credit-deficient students. Our school combines direct and project-based instruction with individualized plans to offer a range of core academic classes, along with electives including math, science, language arts, social studies, physical education, and health, as well as arts and careers, all of which are aligned with Oregon State standards for curriculum and grade levels. Curriculum is delivered in a variety of ways and instruction is differentiated based on academic and emotional needs of students in our mixed-ability classrooms. We utilize textbooks and novels for curriculum, Edgenuity for Math and credit recovery courses, and Paxton Patterson for online vocational instruction. Students in the classrooms also have the opportunity to work on a career path (YouScience) program in tandem with other academic

requirements. The schools operate year-round for residents of the J Bar J Boys Ranch and J5. All teachers are licensed and highly qualified.

Students' academic progress

The academic progress for students at J Bar J Boys Ranch and J5 programs is measured, reviewed, and discussed regularly with students, staff, treatment team, and probation officer. Once enrolled in our programs, students are administered the STAR reading and math assessments. Data shows that students average reading level at entry is 6.8 (sixth grade, eight month) and math level is 6.5 (sixth grade, fifth month). Students are then tested at the start of every quarter following. Post testing data shows an average growth rate of .6 grade levels in reading and .7 grade levels in math; growth rates are indicative of the average length of stay of 109 days for students.

Of the 109 non-duplicated students served by J Bar J Boys Ranch and J5 program, 108 received high school credit. Those 108 students totaled 462 high school credits, averaging 4.27 credits per student.

During the course of the 23-24 school year J Bar J Learning Center served a total of 23 seniors. Of those 23 seniors, 12 were in our program for greater than 90 days. Of the 12 long-term seniors, 9 of these students received their Oregon high school diploma. 2 short-term seniors also received their Oregon high school diploma, and 2 juniors received Oregon high school diplomas.

GED for proficiency credits has been advantageous for many of our credit-deficient students. We had a total of 23 students utilize the GED option for credit recovery. These 23 students passed a total of 52 subject area tests, resulting in 120 high school credits earned, with 6 of the students earning their GED certificate.

Supports for students with special needs

J Bar J educational model addresses the needs of both mainstream and students served by special education supports and services. Our program offers small class sizes with general education curriculum and special education provided within the classroom. These supports and services include individualized education plans, differentiated instruction, assistive technology, direct instruction, visual supports, behavioral intervention strategies, progress monitoring, small group instruction, related services (speech/counseling), IEP/Triennial Maintenance, IEP and accommodations implementation, and collaboration of key staff to ensure all students' needs are met. Included in the J Bar J teaching staff is a licensed full-time special education teacher, who meets with our special needs students on a daily basis, either individually or in small groups. Students labeled as ELL are serviced under the "Consult model," with services provided by Bend La-Pine staff. Students are provided with the opportunity to STAMP test in an attempt to gain credits as well as a possible Seal of Biliteracy.

During the 23-24 school year, J Bar J Boys Ranch and J5 program served a total of 109 non-duplicated students. Of those 109 students, 42 were identified as students with IEP's, 16 were identified as Limited English Proficiency, and 14 students were enrolled with existing 504 Plans.

Communication of Academic Progress

The J Bar J Learning Center Team is committed to communicating academic progress, not only with our students but also with guardians such as case managers and probation officers (and parents when available) to ensure academic achievement. Student Personal Education Plans (PEP's) are developed by

teachers for each student upon registration at the J Bar J Learning Center. This plan addresses their current transcript, academic classes, pre and post reading and math testing, academic strengths/weaknesses, academic observations by the teacher, current academic goals, and long-term post-secondary academic or vocational goals. The Personal Education Plan is completed within 30 days of student enrollment, then revised every 90 days with teachers and students meeting together to go over academic progress, credits earned/needed, and graduation requirements. An updated transcript is presented to students every 9-week quarters and is also available to students at any time when requested.

Program Successes

Programmatic success for J Bar J this year has been widely earned by both students and staff. Highlights would be 99% of students obtaining high school credits. For many of our credit-deficient students, the utilization of the GED test for proficiency credits has provided a possibility to obtain a high school diploma. During the 23-24 school year, we were able to refine our testing process, so students were dually enrolled in both high school classes and GED study courses. This resulted in an increase in GED subject area tests passed (52), as well as high school proficiency credits earned (120).

An additional staff success would be the work done with IEP, 504 and ELL students, who totaled 72 students or 66% of our total population. Success with these groups came through small group and individual instruction provided by our special education teacher, Traci Worthington, as well as the work of the individual classroom teachers.

Lastly, one of the underlying themes of J Bar J is student reintegration into the community for all students. At school we have taken this on by introducing students to community settings with bi-weekly trips to the library for students to check out books, weekly educational field trips (during summer school) to explore the geology of Oregon, as well as exploration of various vocational options.

Priorities for Growth

For the 2024-25 school year we hope to expand vocational opportunities for all students. We have made strides in the right direction, thanks to our partnership with COCC and their "Mobile Classroom." This allows students to earn both high school and college credits on site while participating in a "Small Engine Repair" class.

Additionally, we are seeking more community partnerships for vocational learning, both in having more outings to explore local trades, as well as increasing guest speakers on site. Currently we are utilizing Paxton Patterson as an introductory program to the trades; we hope to increase the number of high school students enrolled in this program from 4-6 students per 9-week session to a minimum of 8 students per session. With this increase in student involvement, we are also hoping to expand the use of our newly acquired plasma cutting table, helping students understand the technology as well as the hands-on aspect of trades work.

We would also like to achieve a 100% success rate with students completing the YouScience career pathway program.

**Appendix A
Assurances**

In accordance with OAR 581-022-1350, school districts in Oregon are required to evaluate alternative education programs, i.e.; Contract Schools under ORS 336.665 and Charter schools under ORS 338.095 annually. Documentation is required by the Contract and Charter School Director/Principal to be returned to the Bend-La Pine Schools, Crook County School District, and the Redmond School District for review. A copy of the written evaluation shall be provided to the Contract or Charter School Director or Principal upon completion.

Date: 11-08-2024

Evaluator: Lora Nordquist

School/Program: J Bar J Learning Centers

1. Staff

1.1 Have criminal records checks requirements been met (ORS 181.539, ORS 326.603, 326.607 and 342.232)?

Meets: **YES**

Does Not Meet: _____

2. Curriculum

2.1 Are students receiving instruction in the state academic content standards to prepare students to meet appropriate benchmark levels to provide an opportunity to receive the Oregon High School Diploma?

Meets: **YES**

Does Not Meet: _____

2.2 Are Oregon Statewide Assessments administered and the results reported annually to students, parents and the school district?

Meets: **YES**

Does Not Meet: _____

2.3 Are student's parents and the district receiving, at least annually, a report of academic progress, including performance on state assessments?

Meets: **YES**

Does Not Meet: _____

2.4 Are Special Education and other special needs students served in accordance with state and federal laws?

Meets: YES

Does Not Meet: _____

3. Discrimination

3.1 Does the program comply with nondiscrimination requirements of law? Program does not discriminate based on age, disability, national origin, race, marital status, religion or sex (ORS 659.850; 659.855)?

Meets: YES

Does Not Meet: _____

4. Registration (Private Alternative Programs Only)

4.1 Is the program registered with the Oregon Department of Education?

Meets: YES

Does Not Meet: _____

5. Site Evaluation

5.1 Does the program comply with health and safety statutes and rules?

Meets: YES

Does Not Meet: _____

6. Tuition and Fees

6.1 Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, and 339.155)?

Meets: YES

Does Not Meet: _____

7. Contract

7.1 The program complies with any state or federal statutes, rule or school district policy specified in the contract with the public or private alternative education program.

Meets: YES

Does Not Meet: _____

7.2 Does the contract with the public or private alternative program state that noncompliance with a rule or statute may result in termination of the contract?

Meets: **YES**

Does Not Meet: _____

8. Expenditures

8.1 Does the program comply with Oregon Revised Statutes regarding expenditures?

Meets: **YES**

Does Not Meet: _____

9. Achievement of Standards

9.1 Does the program enhance the ability of the district and its students to achieve district and state standards?

Meets: **YES**

Does Not Meet: _____

10. Attendance

10.1 Are students residents of the district as defined in ORS 339.133-137?

Meets: **YES**

Does Not Meet: _____

School/Program

Meets Criteria: **YES**

Does Not Meet Criteria: _____

Findings

J Bar J has met all the requirements of their contract with Bend-La Pine Schools. J Bar J has met all of the evaluation criteria set forth in IGBHAA-AR, Evaluation of Alternative Education Programs.

Appendix B
Enrollment and Student Demographics
2023-2024

2023-2024	
Total number of students enrolled	170 total 109 Unduplicated
Students with disabilities	42
English Language learners (ELL)	16
American Indian/Alaskan native	1
Native Hawaiian/Pacific Islander	1
Hispanic/Latino	27
Asian	2
White	56
Black	7
Multi-racial	15
Migrant	
Homeless	
Students in foster care	
Male	109
Female	
Nonbinary	

Note: Groups of students listed above represent categories used by the Oregon Department of Education in demographic profiles of students. For some categories, programs may delineate that there are “fewer than 10 students or data unavailable.”

Appendix C
Student Progress, 2023-24

During the course of the 2023-2024 School year, J Bar J learning center served a total of 109 unduplicated students. Students earned a total of 642 High School Credits, 6 GED's were awarded, and a total of 13 Diplomas were earned.

ACADEMY AT SISTERS

The Academy at Sisters

2023-2024 ALO report

11/2024

Program Overview

The Academy at Sisters is a licensed residential therapeutic program for transgender and cisgender female students, as well as for those whose sex assigned at birth was female with clinical diagnoses. The student age range is 13-19. Education services are administered as a part of J Bar J Learning Center, which is accredited by Cognia. The Academy at Sisters site is registered with the Oregon Department of Education as a private alternative program. The campus is located in Bend. The students reside onsite and receive their therapeutic treatment and academic instruction on campus. At phase three of their treatment, students have the opportunity to transition to Bend High School. The teaching staff are all licensed and highly qualified.

The Mission of J Bar J Learning Center/Academy at Sisters is to promote integrity and develop critical thinking in an atmosphere of positive relationships and mutual respect. All students are capable of being confident, self-directed, lifelong learners.

Overview of Academic program

J Bar J Learning Center/Academy at Sisters offers a full range of curriculum for our students. The school is comprised of two full-term semesters with an additional quarter of summer school to serve our predominantly credit deficient students. Our school combines direct and project-based instruction with individualized plans to offer a range of core academic classes along with electives including math, science, language arts, social studies, physical education, and health, as well as arts and careers, all of which are aligned with Oregon State standards for curriculum and grade levels. Curriculum is delivered in a variety of ways, and instruction is differentiated based on academic and emotional needs of students in our mixed-ability classrooms. We utilize textbooks and novels for curriculum, and Edgenuity for Math and credit recovery courses. Students in the classrooms also have the opportunity to work on a Career Path (YouScience) program in tandem with other academic requirements. The schools operate year-round for residents of the Academy at Sisters.

Student's Academic Progress

During the course of the 2023-2024 school year, the Academy at Sisters had the opportunity to work with 27 students. Students at the Academy come from all across the country with various educational backgrounds. Many of our students have experienced gaps in their primary education due to mental health crises, resulting in stays in short-term stabilization programs, wilderness therapeutic programs, or other long-term therapy and treatment facilities. It is the goal of the Academy to get these students reintegrated in a "normal" class setting, cultivating a mindset of success and

possibility. Notable group successes would be two students earning Oregon Academic Diplomas, one student earning their GED certificate, students earning a combined 160 high school credits, and every student increasing in both reading and math scores on standardized pre and post testing. Students also participated in a “Foods” course, where they obtained their Food Handlers license and toured the COCC Culinary Arts Program. Additionally, students participated in a ‘Foundations for the Future’ class, in which they focused on post-secondary planning, budgeting, mock interviews, and college application and research.

Supports for students with Special Needs

J Bar J/Academy at Sisters’ educational model addresses the needs of both mainstream and students served by special education supports and services. Our program offers small class sizes with general education curriculum and special education provided within the classroom. These supports and services include individualized education plans, differentiated instruction, assistive technology, direct instruction, visual supports, behavioral intervention strategies, progress monitoring, small-group instruction, related services (speech/counseling), IEP/Triennial Maintenance, IEP and accommodations implementation, and collaboration of key staff to ensure all students’ needs are met. Included in the J Bar J teaching staff is a licensed full-time special education teacher who meets with our special needs students on a daily basis, either individually or in small groups. Students labeled as ELL are serviced under the “Consult model” with services provided by Bend La-Pine staff.

Communication of academic progress

Academic progress is delivered to parents, treatment providers, and therapists in various ways. Upon students’ enrollment, they are assigned advisory teachers. These teachers and students meet one-on-one every Friday throughout the course of the school year to discuss students’ academic progress. Education staff meets with the therapeutic treatment team on Wednesday to discuss each student individually in order to provide greater wrap-around services and ensure that all parties are aware of the individual goals, concerns, and progress of each student.

Parents have access to their individual student’s Jupiter gradebook account, and are able to track academic progress daily through this system. Parents also receive a minimum of two monthly email updates from the student’s advisory teacher, providing a greater depth of explanation of how the student is doing in each class. During this, teachers are also communicating success and concerns they may have with the parents. Additionally, teachers provide a monthly newsletter at the beginning of each month. This newsletter outlines key dates of upcoming assignments, as well as a general overview of what the students will be doing over the course of that month.

Program successes and priorities for growth

In order to provide students with more opportunities for post-secondary planning and exploration, we are incorporating more college tours throughout the state of Oregon. Students are also learning more about the college application and selection process by combining their Youscience results and work in Foundations for the Future to help them better select a plan for after high school. Students will also be pursuing a variety of job fairs, on top of college tours, to better narrow down a field of interest after high school graduation.

Students will also be participating in a Town Hall and Student Council opportunity, which will allow them to practice being informed citizens within their own community and prepare them for opportunities in the real world. During these Town Hall sessions, students will develop a variety of service learning projects and ideas in order to better give back to their current community (i.e. building birdhouses, hosting a clothing/can drive, volunteering at a soup kitchen, etc.)

Teachers are also making conscious efforts to individualize and adjust their curriculums as needed in order to better suit the needs of our students so as not to feel as a 'one size fits all classroom'.

Appendix B
Enrollment and Student Demographics
2023-24

For 2023-2024	
Total number of students enrolled	27
Students with disabilities	9
English Language learners (ELL)	1
American Indian/Alaskan native	1
Native Hawaiian/Pacific Islander	1
Hispanic/Latino	0
Asian	1
White	20
Black	1
Multi-racial	3
Migrant	
Homeless	
Students in foster care	
Male	
Female	27
Nonbinary	

Note: Groups of students listed above represent categories used by the Oregon Department of Education in demographic profiles of students. For some categories, programs may delineate that there are “fewer than 10 students or data unavailable.”

Appendix B
Enrollment and Student Demographics
2023-24

For 2023-2024	
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Multi-racial	3
Migrant	
Homeless	
Students in foster care	
Male	
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Nonbinary	

Note: Groups of students listed above represent categories used by the Oregon Department of Education in demographic profiles of students. For some categories, programs may delineate that there are “fewer than 10 students or data unavailable.”

Appendix C
Student Progress, 2023-24

During the course of the 2023-2024 School year, J Bar J/The Academy at Sisters had the opportunity to work with 27 youth. These 27 students earned a total of 155 high school credits, with two being awarded Oregon academic diplomas, and one earning a GED certificate.



ALO Annual Report 2023-24

Bend-La Pine Schools' ALO's

Bend International School

Central Oregon Intergovernmental Council (COIC): Bend, JDep,
La Pine Classrooms

Desert Sky Montessori

J Bar J: Boys' Ranch, J5 at Juvenile Justice, Academy at
Sisters

Heart of Oregon will be part of the 24-25 evaluation process



Role of HDESD Coordinator

- Annual evaluation required by Oregon law and district policy
- Ongoing support for programs

Quarterly site visits

Resource provision: professional learning, law and policy, district contacts, etc.

Problem solving and leadership coaching





J Bar J Learning Center

An Overview of Student Success



Mission Statement

J Bar J

J Bar J youth service offers innovative options for at risk youth and families working toward self-sufficiency and personal responsibility.

Learning Center

Promoting integrity and developing critical thinking in an atmosphere of positive relationships and mutual respect.

All students are capable of being confident, self-directed, lifelong learners.

Who We Serve

J Bar J Boys Ranch and J5 stabilization program serve **adjudicated adolescent youth/young men** from across the state.

Student Snapshot: Credit deficient students, high percentage of students have experienced trauma both in their homes and at school. Low Math and Reading Levels, apathy towards school.

- Data shows that students average math level at entry is 6th grade and average reading level at entry is 6th grade.
- 95% of students upon entry into J Bar J Learning Center were credit deficient
- 72 students or 66% of our student population is IEP, 504, ELL

On average students have attended 3 programs/schools prior to arriving at J Bar J.

Impactful Practices

All staff trained on CPI model of 'Trauma Informed Care'

Small student to staff ratio (7 to 1 max)

Dynamic teachers develop relationships with students practicing empathy, patience and relevant lessons

Individualized education paths for each student (instruction, curriculum, goals, and pathway planning)

Creative academic incentives: Quarterly Honor Roll Celebration, Student of the Month, Most Improved Student of the Month

Credit recovery options

J B A R J
Boys Ranch

How We Are Thriving

23-24 Data Highlights

- 109 non-duplicated students received individualized instruction
- 42 students with disabilities served
- 16 limited English Proficient students served.
- Average growth in Reading and Math was 1 grade level.
- 426 total high school credits earned, averaging 4.27 credits per student
- 108 of 109 students earned high school credit (99% of students obtained high school credit)
- 13 high school diplomas earned over the school year.
- 6 GED's earned (for non-GED graduates, 52 subjects and 120 high school credits earned)

Vocational Program Highlights

Serving high school students who are credit deficient and wish to learn skills in the Vocational trades.

Recent high school students graduate then enroll in VOC Program full-time to continue a career pathway

- Collaboration with **COCC Small Engine Maintenance** and repair class
- **Paxton Patterson Program** includes:
 - Carpentry, plumbing, electrical, HVAC, framing, blueprint, tiling, electric tools, etc. Online and hands-on training
- Woodshop class
- Guest Speakers
- All high school students attend annual **Central Oregon Skills Trade Fair.**

Thriving Students

“Voice Snapshot”



Student Profile	Age	Length of stay	Career aspiration	Credits at entry	Credits earned @ JBJ
Student 1 (GDM)	16	236	Entrepreneur	8.95	5.52
Student 2 (AC)	18	424	Welding	9	11.4
Student 3 (JLR)	17	213	Mechanic	4	9.958



REPORT: Executive Limitation 4.2: Compensation, Development, Evaluation, & Treatment of Employees

PRESENTED BY: Steve Herron, Chief Human Resources Officer

EXECUTIVE SUMMARY:

This monitoring report provides the Board with information on various directives in EL 4.2, including providing information regarding BLS staff demographics, employee & labor relations, wellness engagement, hiring trends, classification and compensation analysis improvements, training, status of labor negotiations, staff evaluation, and current challenges with the organizations Enterprise Resource Planning system.

The District's Chief Human Resources Officer will examine: 1) current demographic data and trends, 2) wellness initiatives, 3) areas of work being undertaken regarding classification systems and compensation analysis, 4) collaborative work regarding staff training, and administrator training priorities, 5) the status of upcoming collective bargaining negotiations, 6) evaluation system assessment work underway, and 7) will provide an update regarding the current state, challenges to, and plans for addressing Enterprise Planning System challenges.

BLS Staffing Report

December 10, 2024

Steve Herron, Chief Human Resources Officer



EL 4.2:

- Foster Values-Aligned Organizational Culture
- Internally Develop, Externally Recruit, and Retain Highest Quality Staff
- Provide Ongoing Professional Development
- Prepare Staff To Deal With Emergency Situations
- Ensure Programs Are Regularly Measured, Evaluated, and Modified As Necessary
- Limit Financial Obligations To Projected Revenues
- Invite Board Participation In Labor Negotiations
- Administer An Evaluation System Linking Performance To Continued Employment



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- **Foster Values-Aligned Organizational Culture**
- Internally Develop, Externally Recruit, and Retain Highest Quality Staff
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- Prepare Staff To Deal With Emergency Situations
- Ensure Programs Are Regularly Measured, Evaluated, and Modified As Necessary
- Limit Financial Obligations To Projected Revenues
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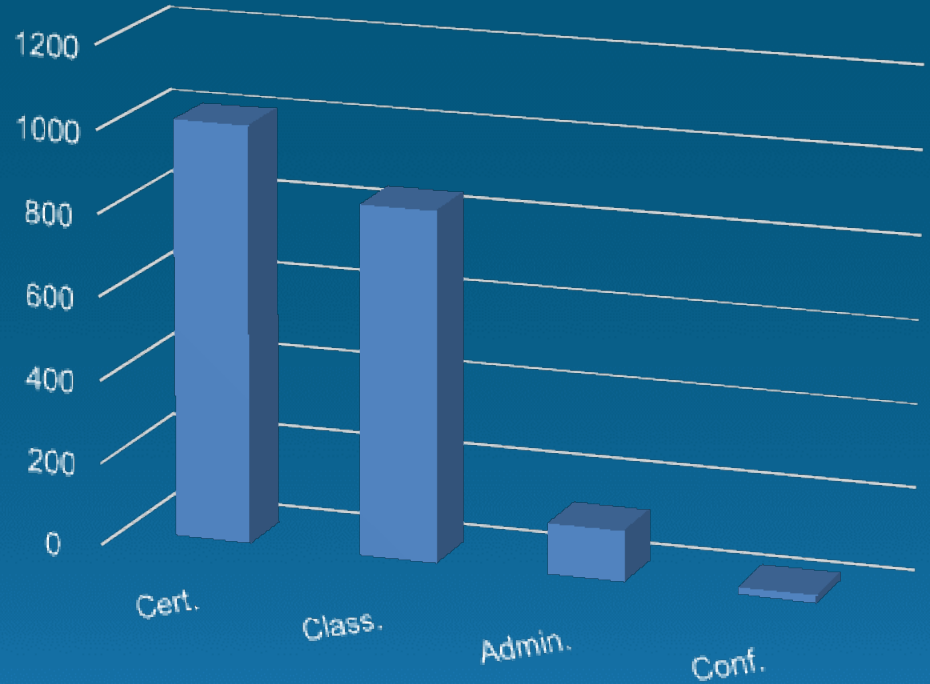


Staffing Levels and Demographics



Staffing Levels

Regular Staff:	1,993
Certified:	1,008
Classified:	844
Administrative:	123
Confidential:	18



Demographic Data

Sex:

<u>2018</u>	<u>2020</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>Male</u>	<u>Male</u>	<u>Male</u>	<u>Male</u>	<u>Male</u>
29.7%	34.5%	33%	32.3%	32.3%
<u>Female</u>	<u>Female</u>	<u>Female</u>	<u>Female</u>	<u>Female</u>
70.3%	65.5%	67%	67.3%	67.3%
		<u>Non-Binary</u>	<u>Non-Binary</u>	
		.4%	.4%	

Sources: 2018, 2020, and 2022 EEO-5 Reports; 2023 and 2024 Business Plus



Demographic Data

Race/Ethnicity:

<u>2018</u>	<u>2020</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>White</u>	<u>White</u>	<u>White</u>	<u>White</u>	<u>White</u>
93.5%	92.8%	91.2%	90.2%	89.2%
<u>Latinx</u>	<u>Latinx</u>	<u>Latinx</u>	<u>Latinx</u>	<u>Latinx</u>
4.0%	4.8%	5.6%	5.8%	6.5%
<u>Black</u>	<u>Black</u>	<u>Black</u>	<u>Black</u>	<u>Black</u>
0.2%	0.4%	0.7%	0.6%	0.8%
<u>Other</u>	<u>Other</u>	<u>Other</u>	<u>Other</u>	<u>Other</u>
2.3%	2.0%	2.4%	3.4%	3.5%

Sources: 2018, 2020, and 2022 EEO-5 Reports; 2023 and 2024 Business Plus



Demographic Data by Employee Group

	Male	Female	Non-Binary
All	32.3%	67.3%	0.4%
BEA	29.2%	70.4%	0.4%
OSEA	32.1%	67.4%	0.5%
Admin	48.8%	51.2%	--
Conf	5.6%	94.4%	--

	White	Latinx	Black	Other
All	89.2%	6.5%	0.8%	3.5%
BEA	92.3%	4.8%	0.4%	2.5%
OSEA	85.5%	9.0%	1.2%	4.3%
Admin	89.5%	2.4%	1.6%	6.5%
Conf	88.9%	11.1%	--	--



Administrative Staffing by Sex

Sex:

2020

2022

2023

2024

Male

Male

Male

Male

61.0%

57%

51.0%

48.8%

Female

Female

Female

Female

39%

43%

49.0%

51.2%

Non-Binary

Non-Binary

--

--



Comparative Racial/Ethnic Demographics: Students-Staff

Students: 2023-24	
White	79%
Latinx	14%
Black	1%
Other	6%

Staff: November 2024	
White	89.2%
Latinx	6.5%
Black	0.8%
Other	3.5%

Sources: Student '23-'24: ODE At-A-Glance; Staff 2024: Business Plus





Labor Relations and Employee Relations



Employee Relations & Labor Relations

- Continuation/Consistency in Philosophical Shift
- Bargaining Processes
- Labor/Management Committees
- Employee Resource Groups
- Insurance Committees





Wellness Engagement



Wellness Promotion

- New Employee Assistance Program: Canopy
- Continuation of CareSolice provider coordination
- Oregon Well-Being Trust: Capacity Building Grant



Risk Mitigation Strategies

- Ergonomics & Resources
 - Transportation posture
 - Transportation Yak Trax
 - Velocity EHS by SAIF
- Brown & Brown Preventative Site Walks



EL 4.2:

- Foster Values-Aligned Organizational Culture
- **Internally Develop, Externally Recruit, and Retain Highest Quality Staff**
- Provide Ongoing Professional Development
- Prepare Staff To Deal With Emergency Situations
- Ensure Programs Are Regularly Measured, Evaluated, and Modified As Necessary
- Limit Financial Obligations To Projected Revenues
- Invite Board Participation In Labor Negotiations
- Administer An Evaluation System Linking Performance To Continued Employment



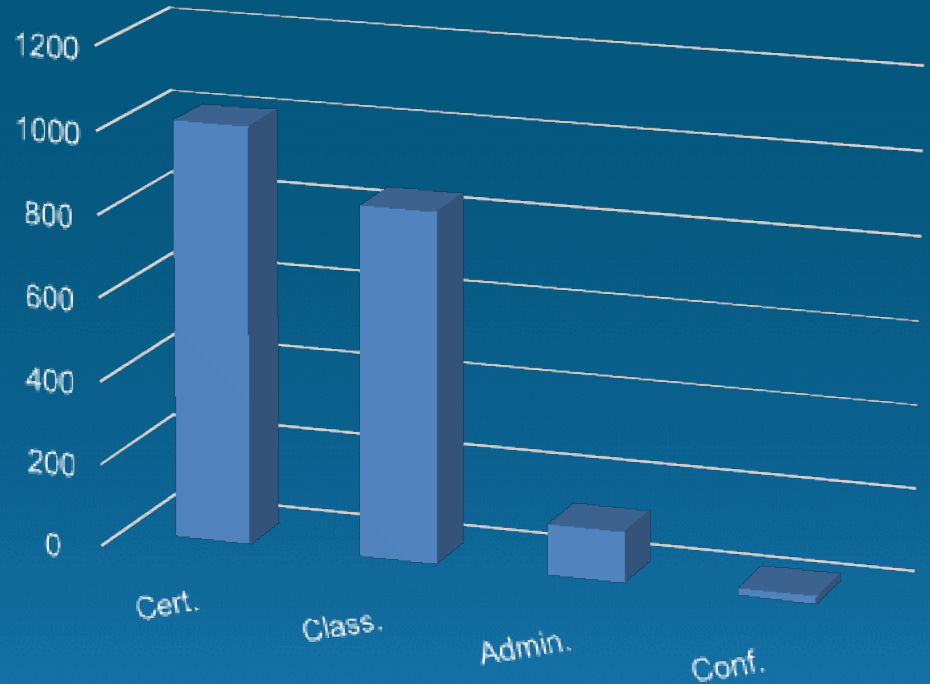


Staffing Levels and Hiring Trends



Staffing Levels

Regular Staff:	1,993
Certified:	1,008
Classified:	844
Administrative:	123
Confidential:	18



Staffing Levels: Year-Over-Year Change

2023

Regular Staff:	2,020
Certified:	1,033
Classified:	846
Administrative:	124
Confidential:	17

2024

Regular Staff:	1,993
Certified:	1,008
Classified:	844
Administrative:	123
Confidential:	18



Year-Over-Year Hiring Comparison

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Regular hiring actions:	1,221	1,058	793	670
Outside hires:	519 (24.0%)	530 (24.9%)	374 (18.5%)	305 (19.1%)
Outside Certified hires:	247 (21.5%)	142 (12.8%)	82 (7.9%)	93 (9.2%)
Outside Classified hires:	261 (29.5%)	381 (42.7%)	278 (32.8%)	206 (24.4%)
Outside Admin & Conf:	11 (9.0%)	7 (5.3%)	14 (9.9%)	6 (4.2%)





Classification & Compensation Project



Classification Project

- Revising classification structures
- Systematized Classification/Reclassification and Compensation/Market Adjustment processes
- Total Compensation and comparator models
- Revisions to Classified, Extra Duty, Administrative/Supervisory, & Confidential classifications



EL 4.2:

- Foster Values-Aligned Organizational Culture
- Internally Develop, Externally Recruit, and Retain Highest Quality Staff
- **Provide Ongoing Professional Development**
- Prepare Staff To Deal With Emergency Situations
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Article 6 Committee

- Increased financial support
- School-based Prof Dev teams
- Capturing Training feedback from staff
- OSEA: Increased financial support for Prof Dev



Administrative Training

- Investigations
(3 sessions in August 2024)
- Managing Deficient Performance
(Level Meetings)
- Managing In A Union Environment
(Admin. Profess. Learning)



EL 4.2:

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Mid-Term Financial Reopeners

- **2023-2027 Collective Bargaining Agreement Reopeners: Finances & Two Issues Each**
- **BEA:** 1.3. The term of this Agreement shall be for four (4) years, from July 1, 2023, through June 30, 2027, during which term the parties shall be bound by the provisions of this Agreement. However, the parties have agreed to re-open in year two for years three and four for salary, insurance, and two language items each for the District and the Association.
- **OSEA:** 2.5. The term of this Agreement shall be four (4) years, from July 1, 2023, through June 30, 2027, during which term the parties shall be bound by the terms of this Agreement. However, the parties have agreed to re-open in year two (2) for years three (3) and four (4) for wages, benefits, and two (2) articles each for the District and the Association.



EL 4.2:

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- Provide Ongoing Professional Development
- Prepare Staff To Deal With Emergency Situations
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- Limit Financial Obligations To Projected Revenues
- Invite Board Participation In Labor Negotiations
- **Administer An Evaluation System Linking Performance To Continued Employment**



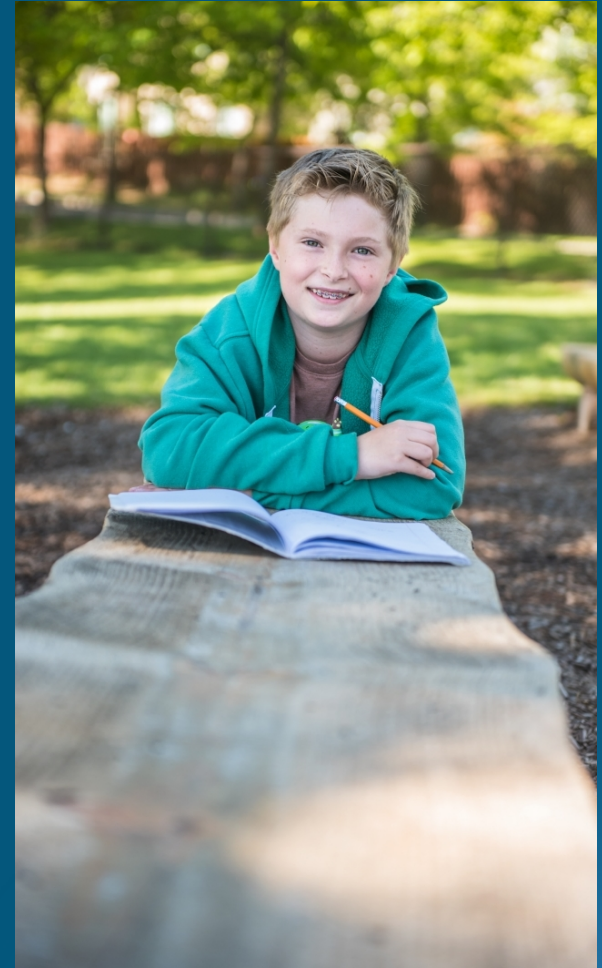


Evaluation Systems



Evaluation Systems

- Admin Eval policy scheduled for review/revision
- HR & Dep Sup assessing each employee group evaluation tool
- Culture of Accountability



EL 4.2:

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- Internally Develop, Externally Recruit, and Retain Highest Quality Staff
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- Prepare Staff To Deal With Emergency Situations
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- Limit Financial Obligations To Projected Revenues
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- Administer An Evaluation System Linking Performance To Continued Employment





ERP System



HRIS Systems Update

UKG System Implementation

- Personnel Actions
- Recruit & Hire (February 2023)
- Time & Leave
- Learning (August 2023)
- Evaluation (November 2023)



HRIS Systems Update

UKG System Implementation

- Personnel Actions
- Recruit & Hire (February 2023)
- **Time & Leave**
- Learning (August 2023)
- Evaluation (November 2023)



HRIS Systems Update

Product and Configuration Challenges

- Current state: Finance System and HRIS System do not “talk to” one another as had been expected
- Current state: Configuration elevated one module’s functionality at the expense of other functionality
- Process: Have been trying to solve with “fixes” ... pivoting to full analysis and redress



HRIS Systems Update

Gold Standard: Position Management

- Current state: budget and staffing managed by allocated FTE rather than positions
- Limitations to data analysis based on FTE alone
- Future state: move to position-control oriented system





QUESTIONS?

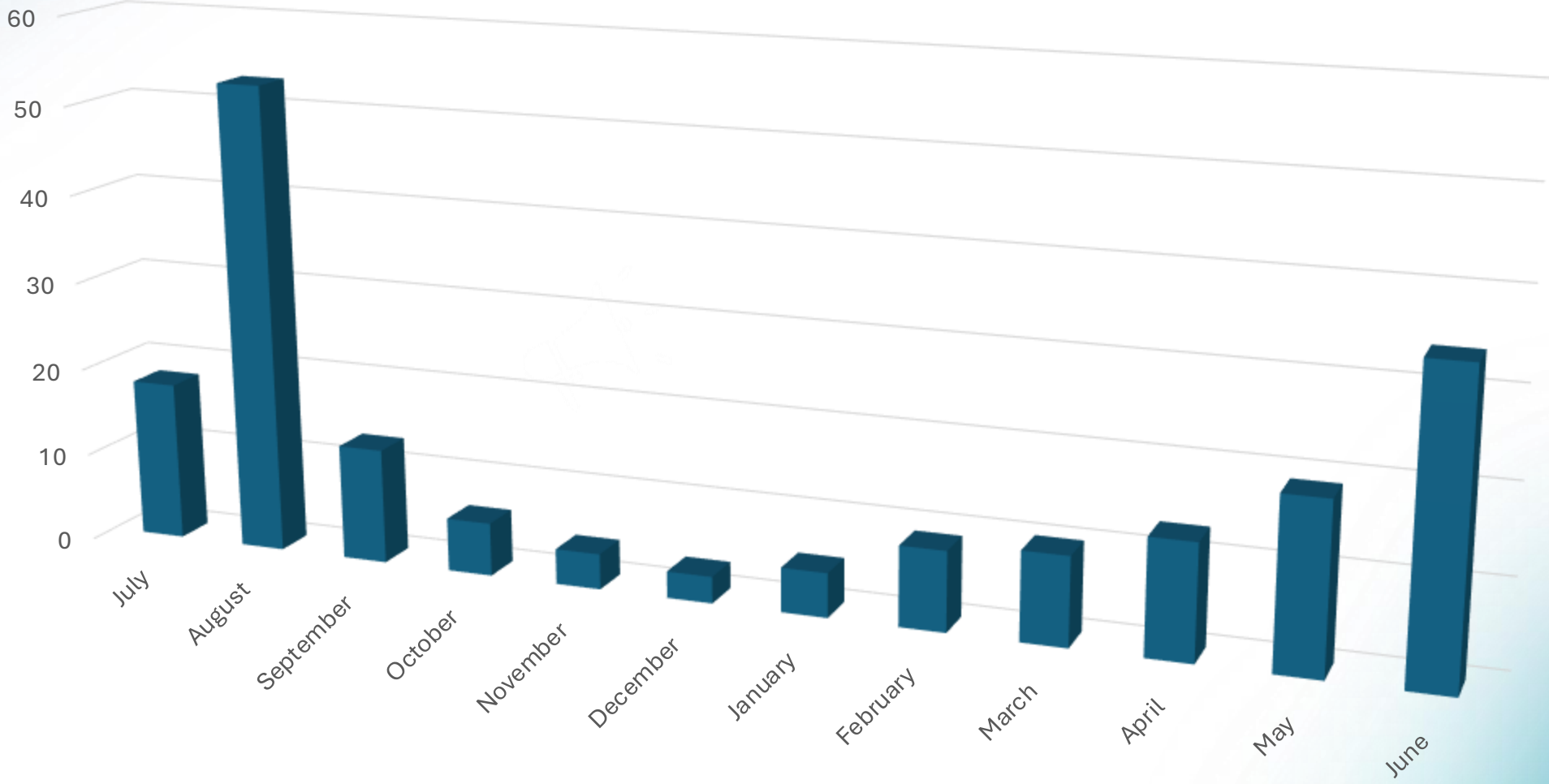


Hiring Actions 7/1/23 – 6/30/24

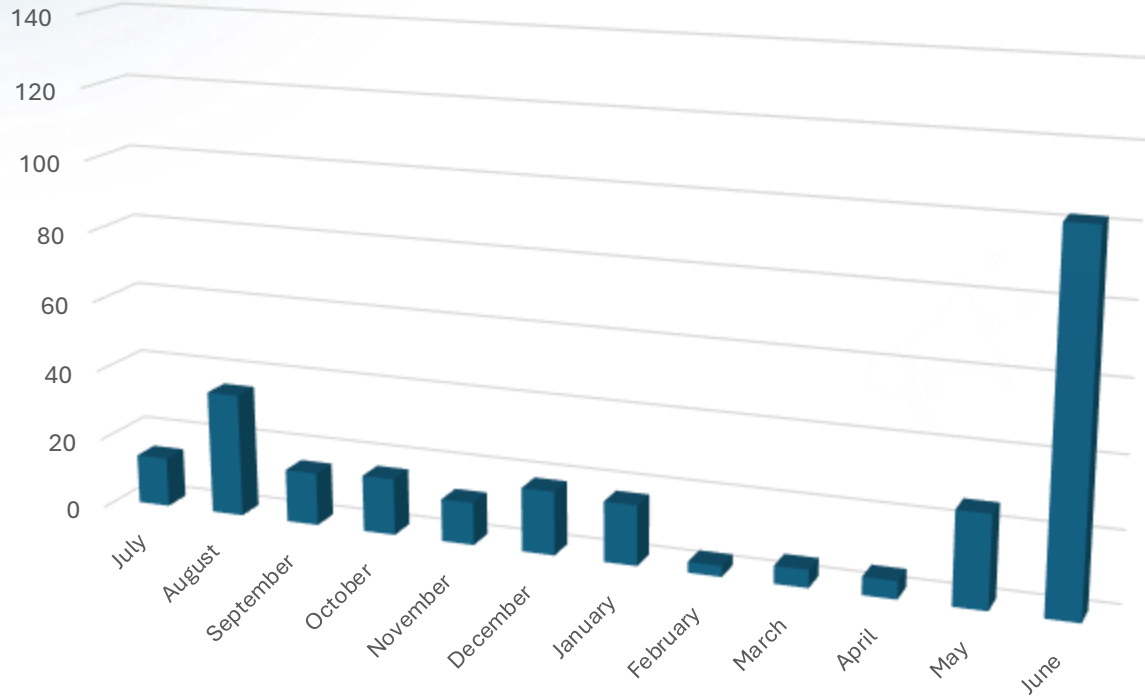
Regular hiring actions:	670	
Outside hires:	305	(19.1%)
Outside Certified hires:	93	(9.2%)
Outside Classified hires:	206	(24.4%)
Outside Admin & Confidential:	6	(4.2%)



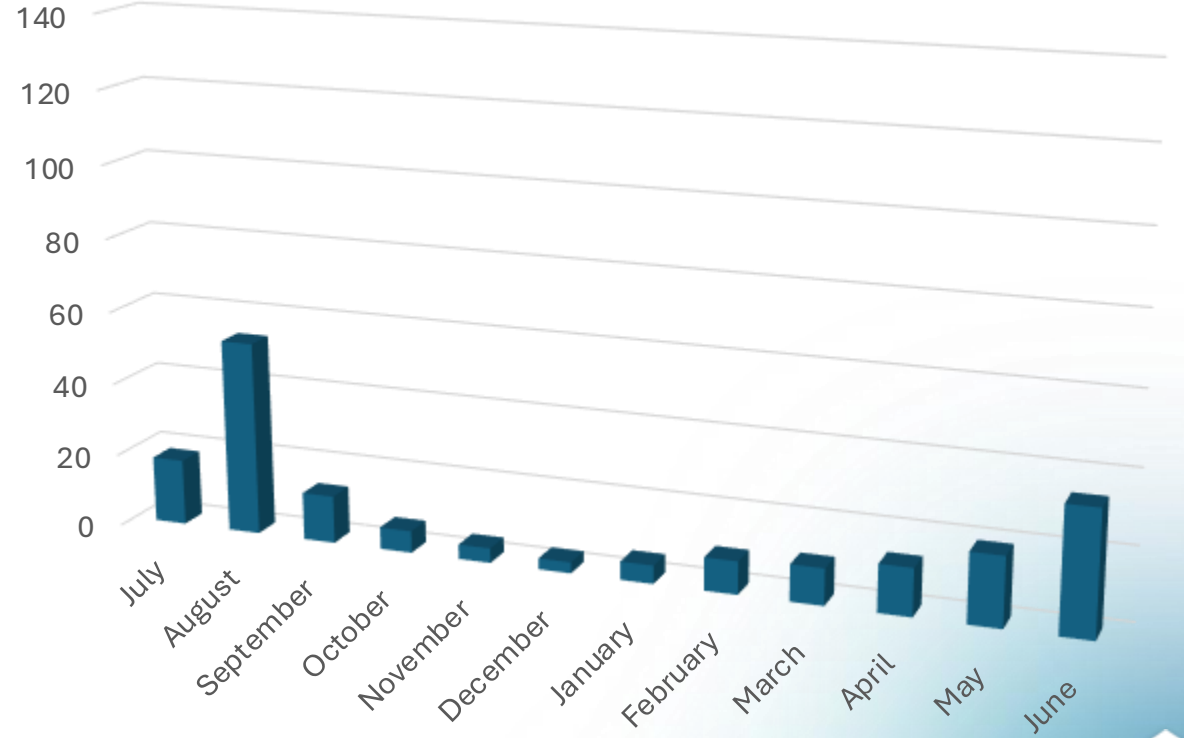
**Certified
Hiring Actions 7/1/23 – 6/30/24: 187**



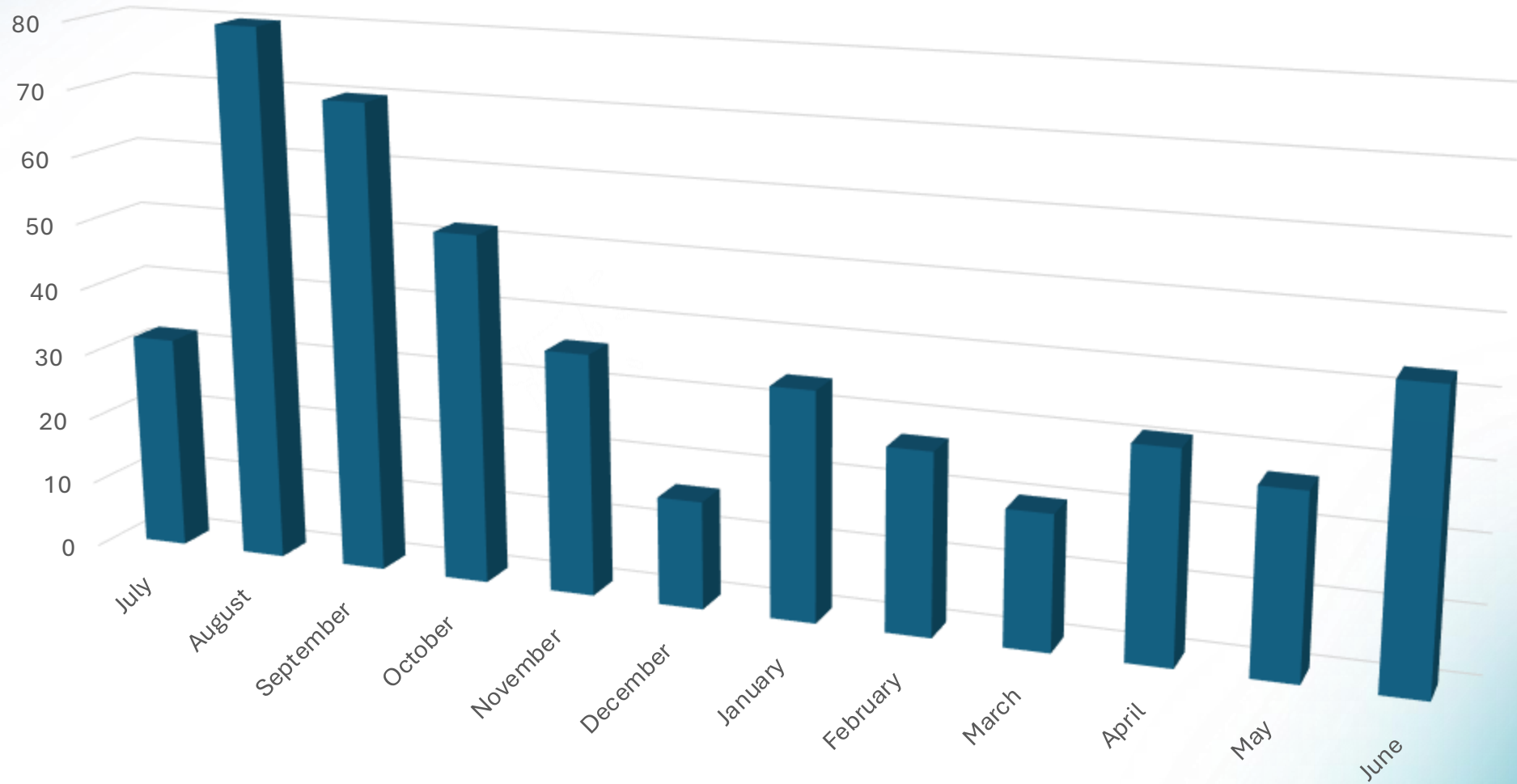
Certified Hiring Actions 7/1/22 – 6/30/23: 268



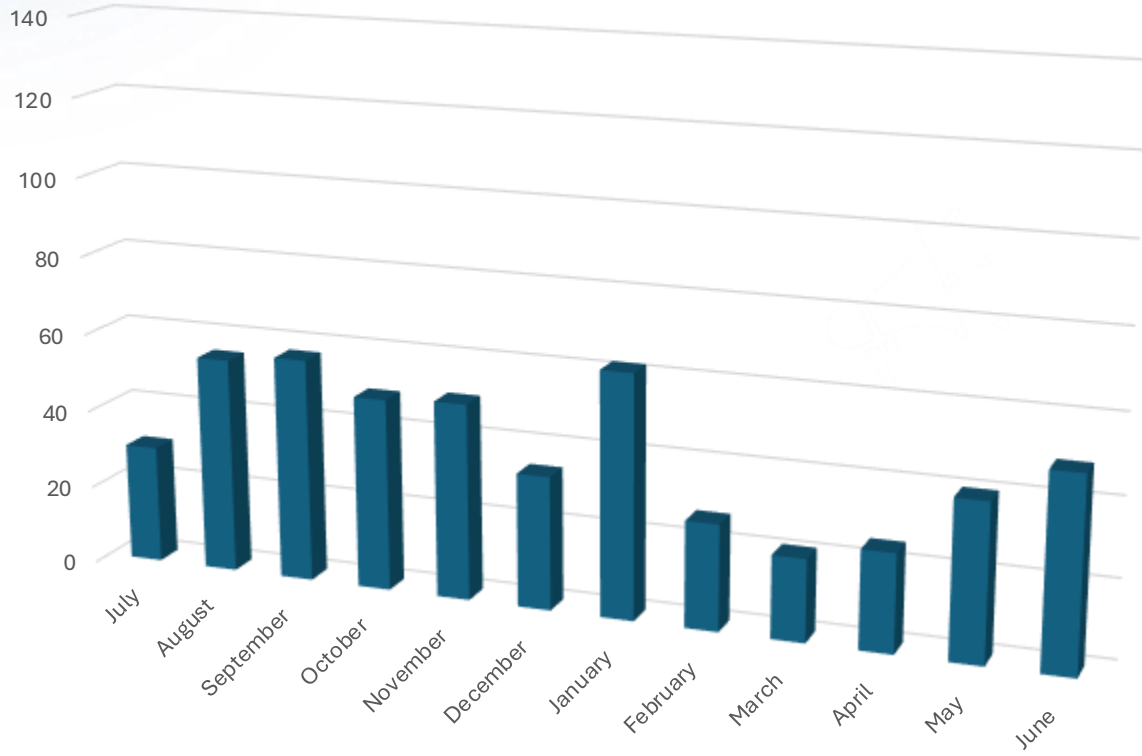
Certified Hiring Actions 7/1/23 – 6/30/24: 187



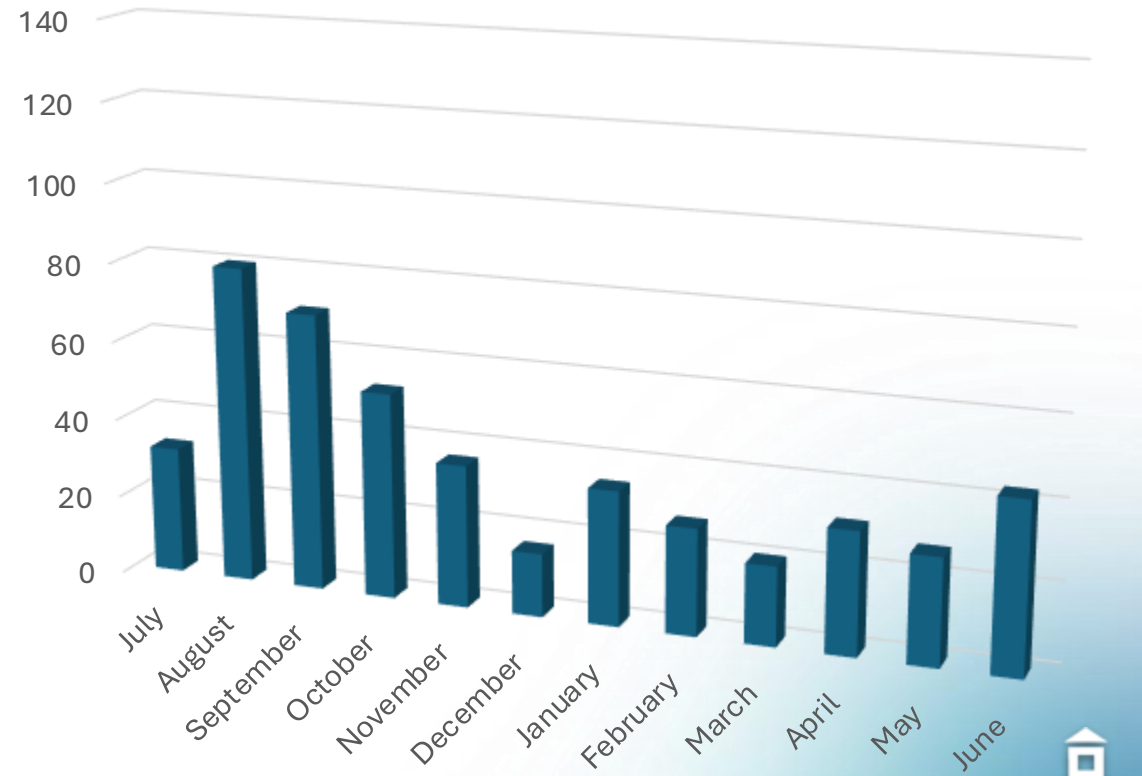
Classified
Hiring Actions 7/1/23 – 6/30/24: 468



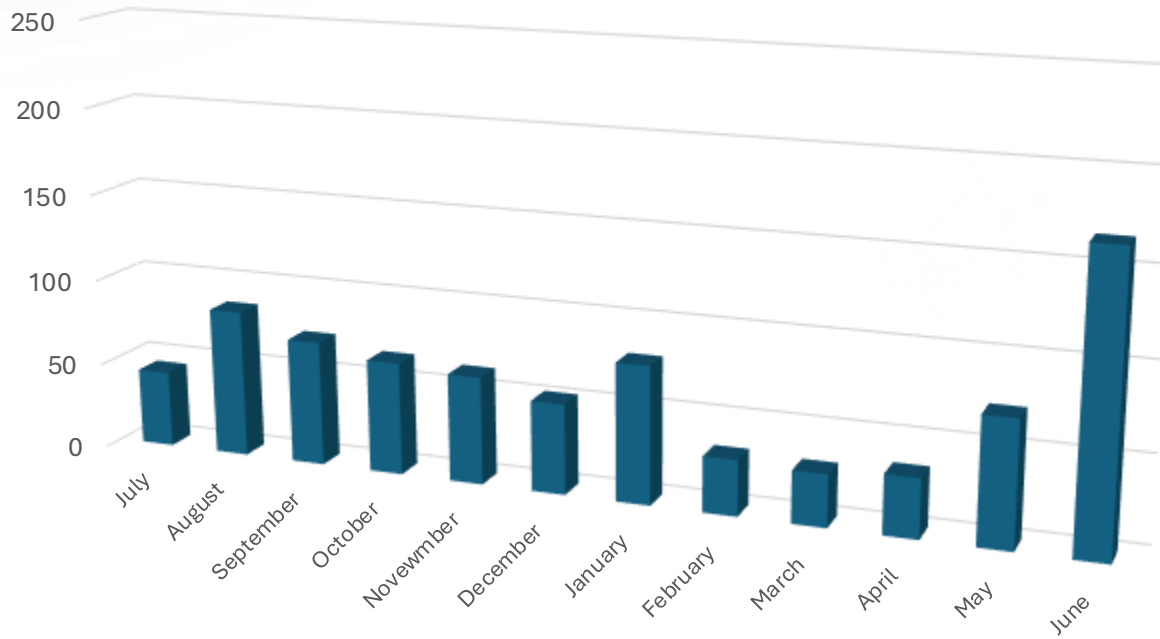
Classified
Hiring Actions 7/1/22 – 6/30/23: 499



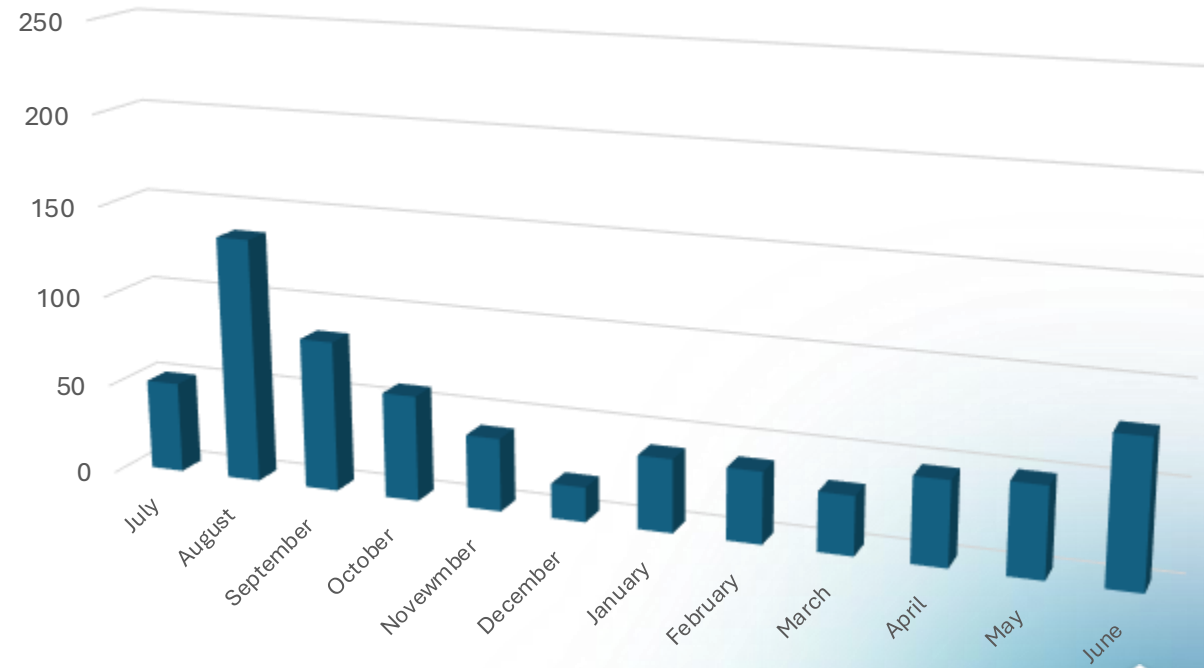
Classified
Hiring Actions 7/1/23 – 6/30/24: 468



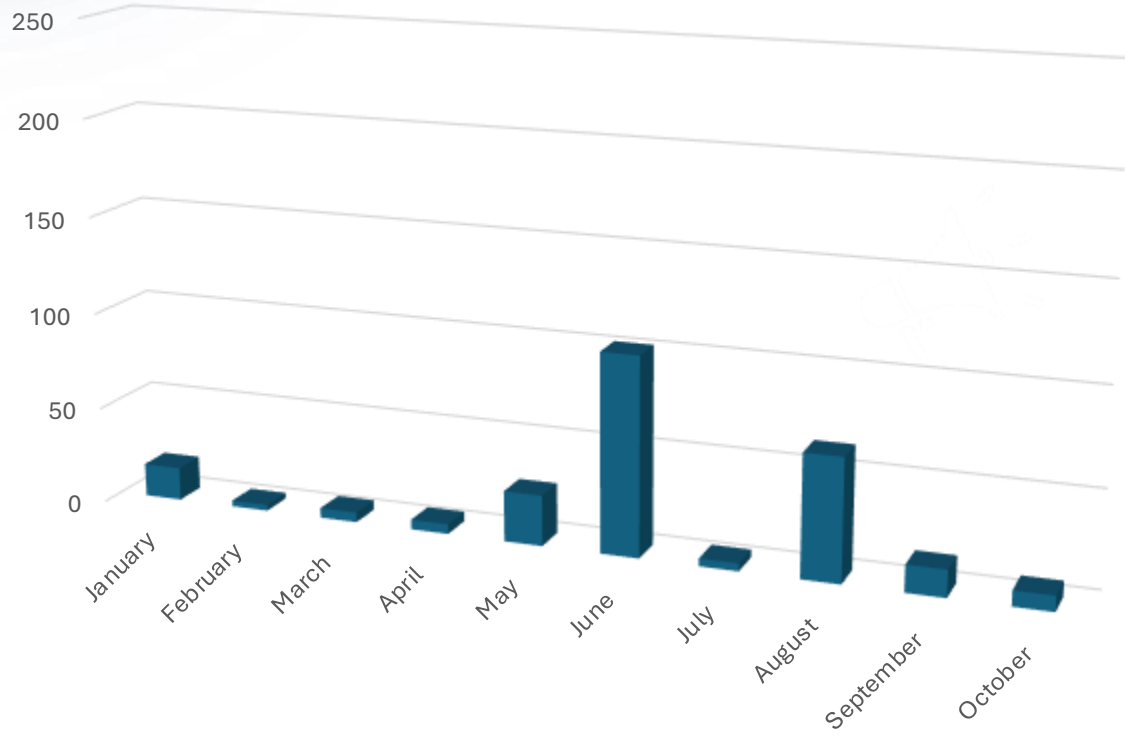
All Hiring Actions 7/1/22 – 6/30/23: 793



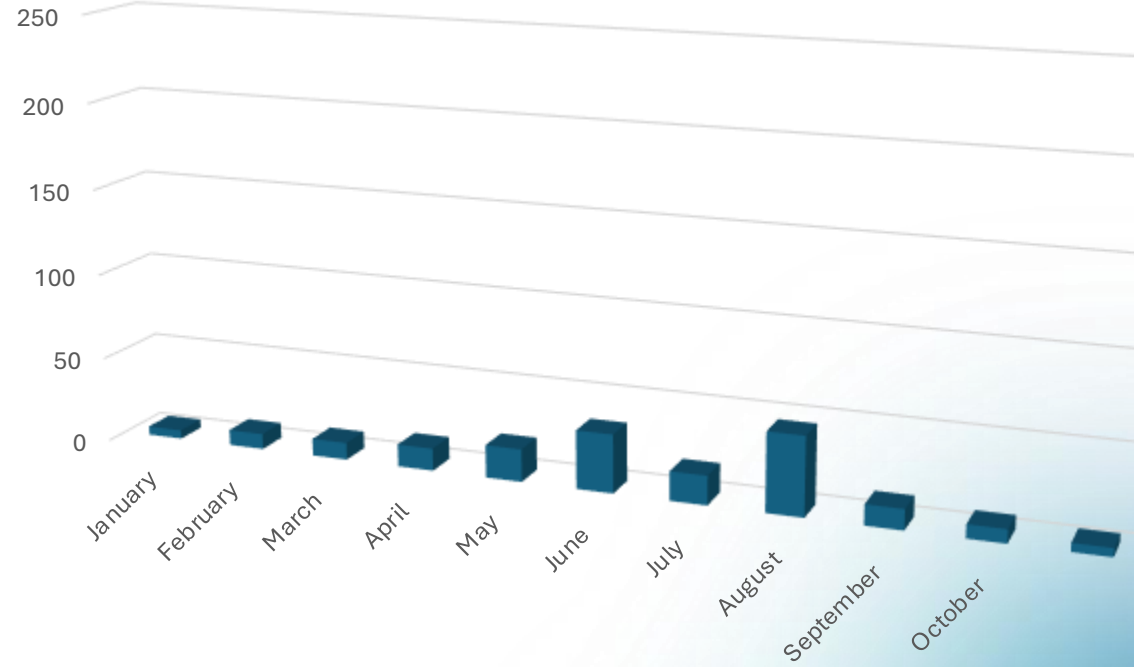
All Hiring Actions 7/1/23 – 6/30/24: 670



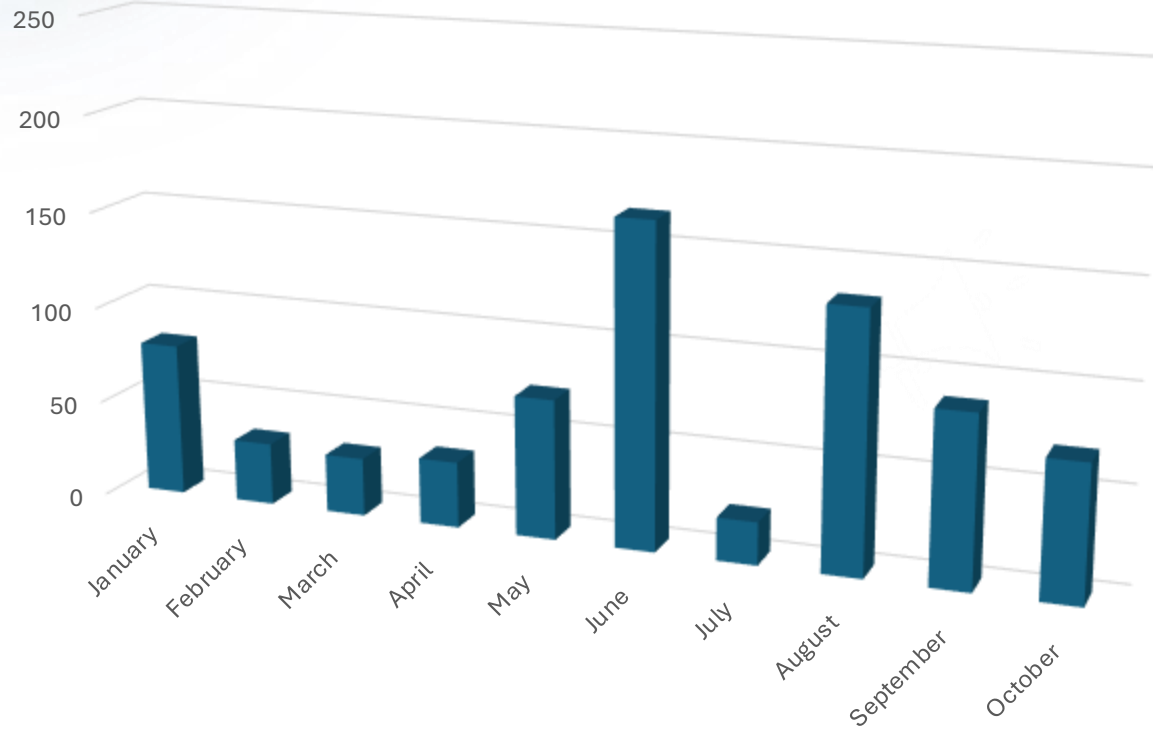
Certified Actions 1/1/23 – 10/31/23: 248



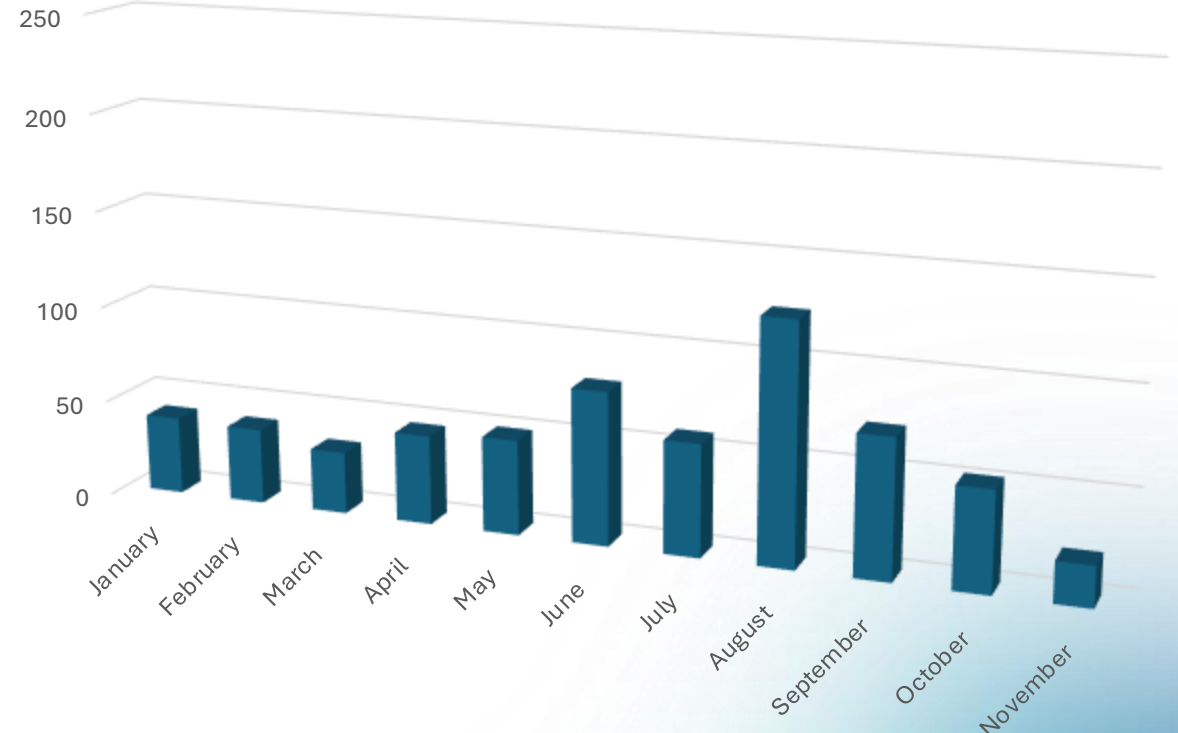
Certified Actions 1/1/24 – 11/31/24: 178



All Hiring Actions 1/1/23 – 10/31/23: 732



All Hiring Actions 1/1/24 – 10/31/24: 612





DISCUSSION ITEM: 2025-26 Budget Committee

PRESENTED BY: Daniel Emerson, Chief Financial Officer

EXECUTIVE SUMMARY:

The Bend-La Pine Schools' (BLS) Budget Committee is comprised of the seven elected members of the School Board and seven members of the community. The Budget Committee works with district staff to review and approve the school district's budget each year. A Budget Committee member's term is three years.

The following Budget Committee member's terms expired on June 30, 2024:

- Natasha McFarland
- Seth Isenberg

Both individuals have expressed their desire to continue to serve on the Budget Committee. The Board may choose to reappoint one or both of the individuals by majority vote or may choose to post the positions as vacant.

RECOMMENDED MOTION:

I move to reappoint Natasha McFarland in the position 2 seat and Seth Isenberg in the position 3 seat to 3-year terms on the Bend-La Pine Schools' Budget Committee.

**NOMINATION FORM
OSBA BOARD OF DIRECTORS
REGIONAL MEMBER**

Date: September 11, 2024

TO: Chris Cronin, OSBA President-Elect
Oregon School Boards Association
1201 Court St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail: OSBAelections@osba.org

**Nominations are due by 5 pm,
September 27, 2024**

Return this form and all candidate information
forms to the OSBA office by email at
OSBAelections@osba.org, or mail to Oregon
School Boards Association, 1201 Court
St. NE, #400, Salem, OR 97301

Dear Chris Cronin:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the
Central Region Region, Position # 3.

BOARD CANDIDATE INFORMATION

Name: Laurie Danzuka
District/ESD/Community College: Jefferson County School District 509J
Address: 445 SE Buff Street
City: Madras Oregon ZIP: 97741
E-mail: Ldanzuka@509j.net Phone: 541-475-6192 Ext 2207 (board secretary)

This nomination was approved by official action of our board of directors at a duly called meeting on
September 9, 2024
(date)



(Board Chair signature)

Board Chair name: Courtney Snead
District: Jefferson County School District 509J
Address: 445 SE Buff Street
City, State, Zip: Madras, OR 97741



Jefferson County
School District 509J
UNITE. ENGAGE. SOAR.

Jefferson County School District 509-J

OSBA Board of Director, Position 3 (Central Region)

NOMINATION RESOLUTION

WHEREAS, the Jefferson County School District 509J is a member of the Oregon School Boards Association;

WHEREAS, the Oregon School Boards Association requests the Jefferson County School District 509J cast its vote for OSBA governance position.

NOW, THEREFORE, BE IT RESOLVED that Jefferson County School District 509J supports Laurie Danzuka for the OSBA Board of Director, Position 3 - Central Region.


APPROVED at a regular meeting of the Board of Directors of Jefferson County School District 509J on the 9th day of September by the following vote:

AYES: 4 NAYS: 0 ABSENT: 1 ABSTAIN: 0

Attest:


Tessa Bailey, Executive Assistant


Board Chair Courtney Snead


Superintendent Jay Mathisen

OSBA Board of Directors CANDIDATE QUESTIONNAIRE

Name: _____

Date: _____

Address: _____

City/Zip: _____

Business phone: _____

Residence phone: _____

Cell phone: _____

E-mail: _____

District/ESD/CC: _____

Term expires: _____ Years on board: _____

Region: _____

Position #: _____

Insert your high-resolution digital photo (head shot):
1) Open this PDF in Adobe
2) Click on Tools tab
3) Click Edit PDF
4) Click on Add Image
5) Navigate to where photo is
6) Position photo in this frame

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.

Name

Date

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.

2. What do you want to accomplish by serving on the OSBA board of directors?

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

OSBA Board of Directors

CANDIDATE PERSONAL/PROFESSIONAL RESUME

Work or service performed for OSBA or local district (include committee name and if you were chair):

Other education board positions held/dates:

Occupation (Include at least the past five years):

Employers:

Dates:

Schools attended (Include official name of school, where and when):

High school:

College:

Degrees earned:

Education honors and/or awards:

Other applicable training or education:

Activities, other state and local community services:

Hobbies/special interests:

Business/professional/civic group memberships; offices held and dates:

Additional comments:



Resolution to Amend the OSBA Dues Schedule

WHEREAS, the Oregon School Boards Association (OSBA) dues revenue as a percentage of OSBA's total revenues is declining. OSBA's dues revenue as a percentage of OSBA's operating costs to support the services OSBA provides to members is also declining;

WHEREAS, the percentage of dues revenue as a proportion of total association revenue has fallen 19.1 percent since the 1996-97 fiscal year to 6.4 percent of total association revenue. If dues do not increase, this percentage of total association revenue will continue to decline;

WHEREAS, the OSBA dues schedule has not increased since the 1998-99 fiscal year;

WHEREAS, OSBA retained The Coraggio Group to do an in-depth analysis of the value of the programs and services OSBA offers to its members and develop a 3-5 year sustainable business plan with member engagement;

WHEREAS, based on the survey data obtained by The Coraggio Group, OSBA members overwhelmingly agree that they receive great service for what they currently pay. Current annual member dues are as low as \$250. Given the costs associated with providing no cost or highly subsidized services available to members, \$250 is very low in comparison.

WHEREAS, The Coraggio Group in collaboration with OSBA staff, has recommended a phased increase in the dues schedule. This approach aims to provide financial stability for the organization and align the dues with other state associations, thereby enabling the association to continue offering its high-quality programs and services.

WHEREAS, the proposed dues increase, which was reviewed by the OSBA Finance Committee, and approved by the OSBA Board of Directors on June 15, 2024, supports the recommendation to amend the OSBA Dues Schedule.

THEREFORE, BE IT RESOLVED in recognition of the current financial situation of Oregon districts and the need for an OSBA dues adjustment, the OSBA Board of Directors recommends that the dues schedule be amended in a manner so that OSBA member school districts and education service districts (ESDs) paying more than \$1,500 annually will experience a dues increase of 15% annually for five consecutive years beginning in the 2025-2026 fiscal year. Beginning in the 2030-31 fiscal year, the dues will increase annually as a percentage in alignment with the Consumer Price Index;

THEREFORE, BE IT FURTHER RESOLVED, the OSBA Board of Directors recommends a membership dues floor be established at \$1,500 and a maximum dues rate of \$25,000 per fiscal year. For OSBA member school districts, ESDs, and community colleges who are below this floor, dues will increase \$250 per year until the floor is reached. For school districts and ESDs that reach the floor before the 2030-31 fiscal year, dues will increase by 15% per year until the 2030-31 fiscal year. Beginning in the 2030-31 fiscal year, dues for all school districts, ESDs, and community colleges will increase annually as a percentage in alignment with the Consumer Price Index.

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA Board of Directors' adopted elections calendar.

Submitted by: OSBA Board of Directors

DISTRICT	24-25 DUES	25-26 DUES	26-27 DUES	27-28 DUES	28-29 DUES	29-30 DUES	30-31 DUES**
District Member 01 (under 100)*	\$ 250.25	\$ 500.25	\$ 750.25	\$ 1,000.25	\$ 1,250.25	\$ 1,500.00	\$ 1,560.00
District Member 02 (100-249)*	\$ 541.25	\$ 791.25	\$ 1,041.25	\$ 1,291.25	\$ 1,541.25	\$ 1,772.44	\$ 1,843.34
District Member 03 (250-499)*	\$ 778.00	\$ 1,028.00	\$ 1,278.00	\$ 1,528.00	\$ 1,757.20	\$ 2,020.78	\$ 2,101.61
District Member 04 (500-999)	\$ 1,420.50	\$ 1,633.58	\$ 1,878.61	\$ 2,160.40	\$ 2,484.46	\$ 2,857.13	\$ 2,971.42
District Member 05 (1000-1999)	\$ 2,503.00	\$ 2,878.45	\$ 3,310.22	\$ 3,806.75	\$ 4,377.76	\$ 5,034.43	\$ 5,235.80
District Member 06 (2000-2499)	\$ 3,450.00	\$ 3,967.50	\$ 4,562.63	\$ 5,247.02	\$ 6,034.07	\$ 6,939.18	\$ 7,216.75
District Member 07 (2500-3999)	\$ 5,952.75	\$ 6,845.66	\$ 7,872.51	\$ 9,053.39	\$ 10,411.40	\$ 11,973.11	\$ 12,452.03
District Member 08 (4000-4999)	\$ 7,035.00	\$ 8,090.25	\$ 9,303.79	\$ 10,699.36	\$ 12,304.26	\$ 14,149.90	\$ 14,715.89
District Member 09 (5000-9999)	\$ 8,658.25	\$ 9,956.99	\$ 11,450.54	\$ 13,168.12	\$ 15,143.33	\$ 17,414.83	\$ 18,111.43
District Member 10 (10000-25000)	\$ 10,823.00	\$ 12,446.45	\$ 14,313.42	\$ 16,460.43	\$ 18,929.49	\$ 21,768.92	\$ 22,639.68
District Member 11 (over 25000)***	\$ 18,940.00	\$ 21,781.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00
						\$	-
ESD Membership Dues 01 (under 1000)*	\$ 473.75	\$ 723.75	\$ 973.75	\$ 1,223.75	\$ 1,473.75	\$ 1,694.81	\$ 1,762.61
ESD Membership Dues 02 (1000-2500)*	\$ 710.50	\$ 960.50	\$ 1,210.50	\$ 1,460.50	\$ 1,679.58	\$ 1,931.51	\$ 2,008.77
ESD Membership Dues 03 (2500-5000)*	\$ 947.00	\$ 1,197.00	\$ 1,447.00	\$ 1,664.05	\$ 1,913.66	\$ 2,200.71	\$ 2,288.73
ESD Membership Dues 04 (5000-7500)*	\$ 1,082.50	\$ 1,332.50	\$ 1,582.50	\$ 1,819.88	\$ 2,092.86	\$ 2,406.78	\$ 2,503.06
ESD Membership Dues 05 (7500-10000)	\$ 1,556.00	\$ 1,789.40	\$ 2,057.81	\$ 2,366.48	\$ 2,721.45	\$ 3,129.67	\$ 3,254.86
ESD Membership Dues 06 (10000-15000)	\$ 2,029.50	\$ 2,333.93	\$ 2,684.01	\$ 3,086.62	\$ 3,549.61	\$ 4,082.05	\$ 4,245.33
ESD Membership Dues 07 (15000-25000)	\$ 2,367.75	\$ 2,722.91	\$ 3,131.35	\$ 3,601.05	\$ 4,141.21	\$ 4,762.39	\$ 4,952.89
ESD Membership Dues 08 (25000-50000)	\$ 3,111.75	\$ 3,578.51	\$ 4,115.29	\$ 4,732.58	\$ 5,442.47	\$ 6,258.84	\$ 6,509.19
ESD Membership Dues 09 (above 50000)	\$ 4,667.50	\$ 5,367.63	\$ 6,172.77	\$ 7,098.68	\$ 8,163.49	\$ 9,388.01	\$ 9,763.53
State Board of Education	\$ 67.75	\$ 77.91	\$ 89.60	\$ 103.04	\$ 118.50	\$ 136.27	\$ 141.72
Community College Association****	\$ 4,601.00	\$ 8,851.00	\$ 13,101.00	\$ 17,351.00	\$ 21,601.00	\$ 25,500.00	\$ 26,520.00

*Add \$250 annually until floor is reached, then increase 15% through year 5

**Reflects an estimated CPI increase of 4%

*** \$25,000 cap prior to CPI

****Reflects an increase of \$250 per year, per community college (17) annually until the community colleges reach the \$1,500 floor amount per college. (\$25,500)



Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards and transitioned to a nonprofit public benefit corporation under Oregon Revised Statute Chapter 65 as of July 1, 2018;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has been operating as an OSBA board appointed advisory committee since September 22, 2023; has a record of regular meetings; has draft bylaws; has identified goals that align with the mission, vision and goals of OSBA; has draft action plans; and a draft budget;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee is ready to elect officers and their Leadership Assembly;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has articulated its mission as follows: "To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.";

WHEREAS, OSBA's Board of Directors recognizes the importance of the Oregon LGBTQIA2S+ School Board Members Advisory Committee's mission and goals; and

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has respectfully requested that the Board of Directors submit a resolution to the membership creating the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) and designate a seat on the OSBA Board of Directors and Legislative Policy Committee.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed bylaws amendment designating an Oregon School Board Members PRIDE Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the draft bylaws and a copy of this resolution be forwarded to all association member boards in accordance with OSBA's adopted elections calendar.

Submitted by: OSBA Board of Directors

BYLAWS

OREGON SCHOOL BOARD MEMBERS PRIDE CAUCUS
OF THE OREGON SCHOOL BOARDS ASSOCIATION

DRAFT

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ARTICLE 1

CHARTER

The Oregon School Boards Association (the “OSBA”) exists solely to perform essential governmental functions and all its income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. OSBA’s mission is to improve student success and education equity through advocacy, leadership and service to Oregon public school boards.

OSBA is aware and acknowledges that diversity is a core value of OSBA. OSBA desires to identify areas of concern and causation, convene a caucus of stakeholders, and create a plan to better promote and support the success of students, school staff and school board members who identify as part of the LGBTQIA2S+ communities.

To this end, The OSBA Board of Directors has formally recognized the Oregon School Board Members PRIDE Caucus (the “Caucus”) to serve as a resource and provide guidance and leadership for these initiatives to the OSBA Board of Directors.

The activities of the Caucus shall align with OSBA bylaws as well as complement, not duplicate, OSBA’s efforts on behalf of all local governing boards.

ARTICLE 2

NAME, MISSION AND GOALS

2.1 Name. This organization shall be known as the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) of the Oregon School Boards Association (OSBA).

2.2 Mission. To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.

2.3 Goals.

2.3.1 The implementation of ODE’s “Oregon LGBTQ2SIA+ Student Success Plan.”

2.3.2 Promoting positive and effective relationships among LGBTQIA2S+ school board members, their communities, political leaders, partner organizations and OSBA.

2.3.3 Building and increasing capacity of LGBTQIA2S+ school board members and support a pipeline for LGBTQIA2S+ people to run for school board seats.

2.3.4 Serving as a resource.

2.3.5 Developing, promoting, and advancing legislation to improve educational opportunities and outcomes for LGBTQIA2S+ students, staff and families.

2.3.6 Equipping and advancing LGBTQIA2S+ board members to serve in the general OSBA leadership.

2.3.7 Building capacity of the general board membership in understanding the issues of LGBTQIA2S+ people and inclusion.

ARTICLE 3

MEMBERSHIP

3.1 Qualification. All members must support the purposes and goals of the Caucus as set forth in Article 2.

3.2 Members. The Caucus members may include any elected or appointed member of any public board of education in Oregon who are active members in good standing with the Oregon School Boards Association and identify as a member of the LGBTQIA2S+ communities. Caucus members may participate in all discussions, vote, and serve as an officer of the Caucus. Members must attend the meeting in person, via telephone, or via virtual meeting platform (e.g., Zoom) to vote. Voting by proxy shall not be permitted.

3.3 Attendees. The Caucus may, in its discretion, invite to participate in any meeting or event any other individuals who support the purpose and goals of the Caucus as set forth in Article 2.

3.4 Membership List. The Membership list shall be maintained by the Secretary.

ARTICLE 4

BUDGET

4.1 Budget. The Caucus shall submit an annual budget request as outlined under the OSBA budget process, including approval by the OSBA Board of Directors. The request shall set forth the areas of concern, recommended actions, and annual goals.

ARTICLE 5

MEETINGS

5.1 Annual Meetings. An annual meeting of the Caucus shall be in conjunction with the OSBA Annual Convention at which time the Caucus shall elect officers and shall conduct other business as may properly be brought before the meeting of the Caucus.

5.2 Regular and Special Meetings.

5.2.1 Regular Meetings. The Caucus shall meet as often as required to achieve the goals outlined in its annual Work Plan. These meetings shall be scheduled for the year at the Annual Meeting.

5.2.2 Special Meetings. Special meetings of the members for any purpose may be called, either in writing or by e-mail, by the President or by a majority of the Executive Committee. Such a request shall state the purpose or purposes of the proposed meeting.

5.2.3 Place of Meetings. Regular and special meetings of the Caucus shall be held at any location within Oregon, by virtual meeting platform, or a combination of the two, as designated by the President or the Executive Committee.

5.3 Notice.

5.3.1 Notice of every annual meeting of members, stating the time and place thereof, will be provided with an agenda no less than 15 days prior to such meeting.

5.3.2 Notice of every regular or special meeting of members, stating the time and place thereof, shall be provided with an agenda no less than 10 days prior to such meeting.

5.4 Quorum. Except as otherwise provided by law, the presence at any meeting of a majority of the Executive Committee shall constitute a quorum.

5.5 Organization. The President may determine in their sole discretion whether any meeting of the Caucus shall be held in accordance with Robert's Rules of Order.

5.6 Records. The President shall see that all correspondence, minutes, agendas, and Charter be sent to and kept on file with OSBA.

5.7 OSBA Staff Liaison. The Executive Director of OSBA shall designate a staff member to serve as a liaison representative to the Caucus. The designee shall not have voting rights.

5.8 Compliance with Open Meetings Laws. The Caucus shall comply with the open meetings law requirements of ORS chapter 192 at every convening of its membership in which a quorum is required in order to make a decision or to deliberate toward a decision on any matter.

ARTICLE 6

CAUCUS LEADERSHIP COUNCIL

6.1 Composition. The Leadership Council of the Caucus shall include the President(s), Vice President, Secretary, Treasurer, Regional Directors and two Members of the Caucus.

6.2 Term. Leadership Council members shall serve a two-year term. The President may only serve one consecutive term. The Vice President, Secretary, Treasurer, Regional Members, and Members-at Large may serve any number of consecutive terms. Each officer shall hold office until the term has expired or until a successor has been duly elected and qualified for the position, or until the officer can no longer hold the position because they no longer qualify to be a member of the Caucus as defined in Article 3 above, or because of removal or death.

6.3 Nomination and Election

6.3.1 Nomination. Leadership Council members may be nominated by either the nominating committee or a caucus member at the annual meeting.

6.3.2 Election. The members shall elect the Leadership Council by majority vote at the annual meeting in even numbered years.

6.4 Designations

6.4.1 President. The President shall preside at all meetings of the Caucus and the Executive Committee. The President shall appoint all standing and special committees and shall be an ex-officio member of all committees, except the nominating committee, with voting power. The President shall sign all official reports of the Caucus. Two persons may share the position of President, or one person may serve as President and another as Vice President.

6.4.2 Vice President. In the absence of the President, the Vice President shall have and perform all the powers and duties of the President.

6.4.3 Immediate Past President. The Immediate Past President shall advise and counsel with other officers. The Immediate Past President chairs the officer succession planning process. The past president serves for two calendar years.

6.4.4 Secretary. The Secretary shall keep the minutes and records, maintain a roster of the current membership, and shall see that all notices are duly given in accordance with the provisions of law and this Charter, and such other duties as from time to time may be assigned by the Executive Committee.

6.4.5 Treasurer. The Treasurer shall have the responsibility for receiving and disbursing all funds related to the Caucus in coordination with the OSBA liaison. The Treasurer shall report regularly to the Executive Committee, shall prepare a written yearly financial

report to be distributed to the members at each annual meeting, and shall perform other duties assigned by the Executive Committee.

6.4.6 Regional Caucus Directors. There shall be one Regional Director for each congressional district apportioned to Oregon for election at the Oregon general election held in the year of the Caucus' annual meeting. (For reference, there shall be six Regional Directors starting in 2025.) The Regional Directors shall live in the region which they represent. The Regional Directors shall report issues from their region to the Caucus and shall perform other duties assigned by the Executive Committee. The regions shall be based on Oregon's congressional districts.

Future positions:

6.4.7 At-Large Members. There shall be two At-Large Directors.

6.5 Resignation. A Leadership Council member may resign by filing a written resignation with the President or Secretary of the Caucus or the President of OSBA.

6.6 Vacancies. Any vacancy in any office may be appointed for the unexpired portion of the term by a majority of the officers at the next regular or special meeting.

6.7 Removal. Any member of the Caucus who misses more than two meetings out of any four consecutive meetings, unless they are excused by the board for a valid reason, may have their office vacated by action of the board.

ARTICLE 7

EXECUTIVE COMMITTEE

7.1 Composition. There shall be an Executive Committee made up of the President(s), Vice President, Immediate Past President, Secretary, and Treasurer.

7.2 Responsibilities. The Executive Committee shall have the following responsibilities and powers:

- (a) To respond to any inquiry or question from OSBA.
- (b) To act on behalf of the Caucus when deemed necessary by the President.
- (c) To review plans and programs to be presented to the Caucus at its meetings.
- (d) To give direction to the OSBA liaison on legislative action to come before the state legislature on which there is no formal Caucus policy or resolution.

(e) The Executive Committee shall act as the Nominating Committee and nominate a candidate for each office of the Caucus. A nominating committee report will be included in the notice of the annual meeting of the membership.

7.3 Ratification. Any actions by the President shall be reported to the Executive Committee as soon as the action has taken place. All actions of the Executive Committee shall be subject to ratification by the Caucus at the next meeting of the members.

7.4 Administration. The Executive Committee may use the guidance of Robert's Rules of Order for all procedures. The Executive Committee shall keep regular minutes of its proceedings and all actions by the Executive Committee shall be reported promptly to the membership. Such actions shall be subject to review by the membership, provided that no rights of third parties shall be affected by such review.

ARTICLE 8

COMMITTEES

The President or Executive Committee may establish committees of two or more members to serve at the discretion of the President or the Executive Committee. These committees may consist of such persons and perform such duties as the President designates from time to time. The committees may not act on behalf of the Caucus but may make recommendations to the Caucus for approval. The Chair of any such committee shall be a member of the Executive Committee.

ARTICLE 9

SEAT ON THE OSBA'S BOARD OF DIRECTORS

The Caucus shall appoint one officer from the Leadership Council to serve as liaison to the OSBA Board of Directors and to be a member of the OSBA Board of Directors. The appointee must be an elected or appointed member of any public board of education in Oregon and an active member in good standing with the Association.

ARTICLE 10

GENERAL PROVISIONS

10.1 Amendment of Bylaws

10.1.1 Bylaws may be altered, amended, or replaced by the members of Caucus as approved by voting members at the annual meeting by a majority vote.

10.1.2 Notice of proposed bylaws changes shall be in the annual meeting agenda and sent to all members 15 days prior to the annual meeting.

10.1.3 Omissions from this Charter shall be governed by Robert's Rules of Order when they do not conflict with the Charter.

10.2 Seat on OSBA'S Legislative Policy Committee (LPC)

10.2.1 The Caucus shall appoint one caucus member to serve as liaison to the OSBA Legislative Policy committee and to be a member of the LPC. The appointee must be an elected or appointed member of any public board of education in Oregon who is an active member in good standing with the Association.

The foregoing charter was adopted by the active membership of OSBM PRIDE on August 10, 2024.



Resolution to Amend the OSBA 2023 Bylaws

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards;

WHEREAS, in 2017, through a vote of the OSBA membership, OSBA was incorporated under ORS chapter 65 as a public benefit non-profit corporation and the OSBA bylaws replaced the OSBA constitution;

WHEREAS, in 2018, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members of color caucus;

WHEREAS, in 2023, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon rural school board members caucus and additional revisions to the bylaws;

WHEREAS, in 2024, the OSBA board of directors reviewed the OSBA bylaws and proposes to amend the OSBA bylaws as reflected in the attached draft OSBA bylaws with changes highlighted in the attached draft OSBA bylaws crosswalk document; and

WHEREAS, the substantive changes to the draft OSBA bylaws are the following:

- Allowing caucuses to have an additional director on the OSBA board of directors in the circumstance where the OSBA president or immediate president is a director from a caucus. This revision is intended to provide the same opportunity for representation for caucuses as is currently provided to regionally elected directors.
- Clarify that OSBA board of directors must comply with the Oregon government ethics laws with respect to conflicts-of-interest.
- Require OSBA caucuses to submit an annual year end fiscal report to the OSBA board of directors.
- Create officer eligibility criteria that requires candidates for officer positions and directors in officer positions to be voting members of the OSBA board of directors.
- Expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members PRIDE caucus.
- Edits to grammar, punctuation, and language for readability.

THEREFORE, BE IT RESOLVED by the OSBA board of directors that the proposed draft OSBA bylaws be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the proposed draft OSBA bylaws, the draft OSBA bylaws crosswalk document and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA board of directors' adopted elections calendar.

Submitted by: OSBA Board of Directors



BYLAWS

As Amended by the Membership: December 2023

Proposed Edits: September 14, 2024

SECTION 1 PURPOSE

The Oregon School Boards Association (the “Association” or “OSBA”) exists solely to perform essential governmental functions and all of its income accrues to the State of Oregon or its political subdivisions as required under IRC Section 115. In particular, the Association’s mission and purpose are as follows:

- A. To work for the general advancement and improvement of the education of all public school children of the State of Oregon.
- B. To gather and disseminate information pertinent to the successful operation of public schools.
- C. To work for the most efficient and effective organization of public schools of this state. “Public schools” include local school districts, education service districts, the State Board of Education, and community colleges classified as a political subdivision.
- D. To work for adequate and dependable financial support for the public schools of this state.
- E. To study all legislation which affects the public schools of Oregon and to support and work for that which appears to be desirable and to keep members informed thereof. To propose and work for the enactment of proper educational legislation.
- F. To encourage the establishment and maintenance of best practices and high standards in the conduct and operation of the public school educational system.
- G. To study and interpret educational programs and to relate them to the needs of pupils.
- H. To promote public understanding of the role of school boards and school board members in the improvement of education.
- I. To conduct seminars, conferences, and research projects in the various aspects of education for the benefit of members.
- J. To endeavor to implement the policies, beliefs, and resolutions of the Association members and board of directors.
- K. To do such other things as the member boards or board of directors may deem appropriate for the accomplishment of these and other purposes which tend to improve public education.
- L. To enter into such cooperative agreement with members for the pooling of resources and the provision of services as may result in the more efficient utilization of district resources and accrue to their financial advantage.

SECTION 2 MEMBERS

2.1 Admission. All members must qualify as (1) a “political subdivision” as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256 and (2) as one of the following:

- 2.1.1 ~~Local~~ School District as defined under ORS Chapter 332;
- 2.1.2 Education Service District as defined under ORS Chapter 334;
- 2.1.3 Community College District as defined under ORS Chapter 341;
- 2.1.4 State Board of Education as defined under ORS Chapter 326; and

2.1.5 Any other governmental educational organization qualifying as a political subdivision, as approved by resolution of the board of directors.

2.2 Dues. Annual dues shall be set by majority vote of the members and shall be based on resident Average Daily Membership (ADMr) as of December 31 of the preceding year as reported to the Oregon Department of Education. Dues shall be payable on July 1 of each year and shall become delinquent on September 1 of each year. Member status shall automatically terminate for members failing to pay dues by September 1 unless an extension is requested and granted by the board of directors.

2.3 Reserved Powers of the Members. The following corporate actions require the consent and approval of the members:

2.3.1 Election and removal of directors except as set forth in Section 3.8;

2.3.2 Election and removal of the Legislative Policy Committee (“LPC”) members except as set forth in Section 4.1.3(g);

2.3.3 Approval of resolutions to effectuate any of the following:

(a) Adoption, amendment, or restatement of the articles of incorporation or bylaws;

(b) Modification to the region descriptions set forth in Section 2.6.1; and ~~the~~

(c) Dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association’s assets.

2.4 Voting Power.

2.4.1 Election of Directors and LPC Members. For the purposes of nominating and electing directors and LPC members, each member shall have one vote.

2.4.2 Resolution. For the purposes of approving a resolution, each member shall have one vote on all resolutions except as follows:

(a) K-12 Local Districts with an ADMr between 15,600 and 23,400 shall have two votes.

(b) K-12 Local Districts with an ADMr between 23,400.1 and 31,200 shall have three votes.

(c) K-12 Local Districts with an ADMr between 31,200.1 and 39,000 shall have four votes.

(d) K-12 Local Districts with an ADMr of 39,000.1 or more shall have five votes.

2.5 Process of Approval of Member Resolutions.

2.5.1 Generally, members shall approve resolutions annually by ballot vote. Members or the board of directors may submit a resolution for member approval. Such resolutions shall be submitted to the board of directors no later than September 30~~th~~. The board of directors shall distribute all timely submitted resolutions, together with an official ballot, to the members no later than October 15. Members shall vote by ballot submitted to the board of directors no later than December 15.

2.5.2 ~~The board of directors may call a special meeting of the members under Section 2.9, as necessary.~~

2.6 Regional Election of Directors and LPC Members.

2.6.1 Regional Voting. For the purposes of nominating and electing the board of directors and LPC members, the Association members shall be organized into and represented by region:

- (a) Eastern Region includes all of the members located in the counties of Baker, Grant, Malheur, Union, Wallowa, and Wheeler.
- (b) Gorge Region includes all of the members located in the counties of Gilliam, Morrow, Sherman, Umatilla, and Wasco.
- (c) Central Region includes all of the members located in the counties of Crook, Deschutes, and Jefferson.
- (d) Southeast Region includes all of the members located in the counties of Harney, Klamath, and Lake.
- (e) Southern Region includes all of the members located in the counties of Jackson and Josephine.
- (f) Lane Region includes all of the members located in the county of Lane.
- (g) Clackamas Region includes all of the members located in the counties of Clackamas and Hood River.
- (h) Douglas/South Coast Region includes all of the members located in the counties of Coos, Curry, and Douglas.
- (i) Linn, Benton, Lincoln Region includes all of the members located in the counties of Benton, Lincoln, and Linn.
- (j) Marion Region includes all of the members located in the county of Marion.
- (k) Yamhill, Polk Region includes all of the members located in the counties of Polk and Yamhill.
- (l) North Coast Region includes all of the members located in the counties of Clatsop, Columbia, and Tillamook.
- (m) Washington Region includes all of the members located in the county of Washington.
- (n) Multnomah Region includes all of the members located in the county of Multnomah.

2.6.2 Members shall be assigned to the region in which their main administrative office is located. If a member's district boundaries span more than one region, the member board must declare which region it intends to vote and shall vote only in that region.

2.6.23 Regional elections shall be determined ~~taken~~ by a majority of votes cast by members within of the members within the region.

- 2.7 Modification of Regions.** A formal review of the regional organizations described in Section 2.6.1 shall be conducted by the board of directors at least every three years commencing with 2017. Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2. ~~445~~.
- 2.8 Annual Meetings.** An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors, and any other officer or person whom the president may designate, shall report on the state of the Association, ~~the its~~ activities, and its financial condition ~~of the Association~~.
- 2.9 Special Meetings.** A special meeting of members shall be held upon the call of the president or 25 percent of the board of directors. All members shall be officially notified of a special meeting by written notice, mailed via U.S. mail or electronic mail, to all members at least 15 days prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the members, the place and time of the meeting, and instructions describing the method by which members can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.
- 2.10 Telephonic/Video Meetings.** The board of directors may permit any member to participate in any annual or special meeting of the membership, or conduct the meetings through, the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present ~~in person~~ at the meeting.
- 2.11 Place of Meetings.** Meetings of the members shall be held at any place, in ~~or out of~~ Oregon, designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association's principal office.
- 2.12 Action by Written Ballot.** Any action required of the members will be taken by written ballot, and the Association will deliver a written ballot to every member entitled to vote on the matter. Once delivered, a written ballot may not be revoked.
- 2.13 Quorum.** A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.
- 2. ~~13-114~~ Approval:** With the exception of approving amendments to the Association's bylaws, ~~which is as~~ outlined in Section 7.1 ~~of these bylaws~~, and with the exception of regional elections outlined in 2.6.3, approval by written ballot is effective ~~when~~ at the end of the voting period when:
- (a) The number of votes cast by ballot equals or exceeds a quorum of the members; and
 - (b) The number of approvals equals or exceeds a majority of the number of returned ballots.

SECTION 3 DIRECTORS

- 3.1 Powers.** Except as provided under Section 2. ~~23~~, all corporate powers shall be exercised by or under the authority of ~~and the affairs of, are managed under the direction of~~ the board of

directors. The board of directors shall adopt policies defining specific obligations of the board of directors.

3.2 Qualifications. Directors must serve on the board of a member of the Association throughout the duration of their term, with the exception of the director serving as past president.

3.3 Number. The board of directors shall consist of not fewer than three nor more than 25 persons. The number of directors may be fixed or changed periodically, within the minimum⁷ and maximum² by the members.

3.4 Term. Directors shall take office on January 1 and shall serve for a term of two calendar years or until their successors are elected and qualified. Terms shall be staggered as per the election calendar.

3.4.1 Directors who took office prior to January 1, 2018, and are re-elected may serve for any number of terms as long as they continuously remain members of the board of directors.

3.4.2 Directors taking office on or after January 1, 2018, may serve five consecutive two-year terms and, if eligible, may rerun after a two-year hiatus.

3.4.3 If a director serving as immediate past president requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as immediate past president.

3.5 Composition. The board of directors will be comprised of up to ~~23~~²² regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and~~ one designated director as defined in the bylaws of the Oregon Rural School Boards Members Caucus, ~~and one designated director as defined in the bylaws of the Oregon school board members PRIDE caucus~~ and ~~ex-officio nonvoting members advisors as delineated in Section 3.5.4.~~

3.5.1 Regional Elected Directors. Each region, as described under Section 2.6.1, shall elect one director except as follows:

(a) Clackamas Region shall elect two directors;

(b) Marion Region shall elect two directors;

(c) Washington Region shall elect three directors; and

(d) Multnomah Region shall elect three directors.

(e) ~~Provided, however, that i~~ If the president or immediate past president of the board of directors is a representative director from a region that elects only one director, that region shall elect an additional director or directors to serve for the duration of the president and/or the immediate past president's term.

3.5.2 Regional Election.

(a) The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.

(b) Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. ~~The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.~~ To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted.

(c) Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes ~~cast by the~~ members within the region shall be elected.

~~(a)~~(d) In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second regional ballot shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.

3.5.3 ~~Designated-Caucus~~ Representatives. In accordance with their bylaws, caucuses of OSBA shall appoint a representative of the Caucus to serve as a director of the Association. The representative must be an elected or appointed member of any public board of education in Oregon ~~who that~~ is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.

If the president or immediate past president of the board of directors is a representative director from a caucus, then the caucus shall elect an additional director to serve for the duration of the president and/or the immediate past president's term.

3.5.4 Ex-Officio. The following individuals or their designee may serve as ex-officio, nonvoting, advisors to the board of directors:

- (a) Any director of the National School Boards Association elected from Oregon;
- (b) ~~Any officer of the National School Boards Association, National School Boards Advocacy Committee, or an officer of the NSBA Pacific Region.~~
- (c) ~~The immediate past president of the Oregon Association of School Executives;~~
- (d) The ~~immediate past president~~ Executive Director of the Confederation Coalition of School Administrators;
- (e) The ~~board section president~~ Chair-Elect of the Oregon Association of Education Service Districts;
- (f) The board ~~section~~ president of the Oregon Community College Association;
- (g) The chair of the State Board of Education; and
- (h) Any other person ~~as that~~ the board of directors may appoint.

Ex-officio advisors do not attend executive sessions of the board of directors unless they hold a separate position that entitles them to attend executive session, or they are invited to attend by the board of directors.

Ex officio advisors are not eligible for travel reimbursement from OSBA unless they hold a separate position for which travel reimbursement is provided.

3.6 Vacancies. In the event that any director position, other than the president or immediate past president serving as a second director for a region as set out in Section 3.5.1(e), is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year.

If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board.

All appointed interim directors must run for regional election during the next election cycle following appointment in order to be eligible to continue service on the board of directors past December 31 of the election year. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term.

If there is a vacancy in an OSBA caucus-designated director position, then the caucus shall, as set forth in Section 3.5.3, appoint a new caucus representative to serve the remaining term.

3.7 Resignation. A director may resign at any time by delivering written notice to the president or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors.

3.8 Removal. A director may be removed for cause by vote of two-thirds majority of the directors. A director may be removed with or without cause by a majority vote of the members who elected the director. The board may provide guidance or adopt and amend policies regarding what types of actions the board considers to be sufficient cause for removal.

3.9 Regular Meetings. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. The board of directors may schedule additional regular meetings to occur during a calendar year. ~~If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting.~~ All other meetings are special meetings.

3.10 Special Meetings. A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. All directors shall be officially notified of a special meeting by written notice delivered personally, by telephone, or electronic mail at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. No matter may be considered at a special meeting other than the matter(s) specified in the notice.

3.11 Place of Meetings. The board of directors may hold annual, regular, or special meetings at any location in the State of Oregon.

3.12 Telephonic/Video Meetings. The board of directors may conduct meetings through the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A director participating in the meeting by this means is deemed to be present at the meeting.

3.1013 Notice of Meetings. All ~~members~~ directors shall be officially notified of a special meeting by written notice delivered personally, by telephone or electronic mail to all directors at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. Notice of meetings shall ~~also~~ comply with all procedures and include any information as required by ORS Chapter 192.

3.1114 Waiver of Notice. A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. Except as provided in the preceding sentence, any waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which the notice is waived, and must be filed with the minutes or the corporate records.

3.1215 Quorum. A quorum of the board of directors shall consist of a majority of the number of directors in office at the time the meeting begins.

3.1316 Voting. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.

3.1417 Presumption of Assent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

- (a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; and
- (b) The director's dissent from the action taken is entered in the minutes of the meeting.

3.1518 Compensation. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution or policy of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

3.1619 Director Conflict of Interest. The Association shall maintain a Conflict of Interest policy, the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify ~~its members and~~ the directors of the current Conflict of Interest policy. ~~Each director shall annually complete and return a Conflict of Interest statement.~~

SECTION 4 COMMITTEES AND CAUCUSES

4.1 **Standing Committees.** The board of directors shall maintain the standing committees described below:

4.1.1 Executive Committee. The executive committee shall consist of the five officers of the board of directors: the president as chairman ~~and as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws~~, the president-elect, the vice president, the secretary-treasurer, and the immediate past president. The executive committee ~~may act, pursuant to its delegation delegated of authority to such committee by the board of directors, act~~ in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board ~~of directors by mail, email, on a timeframe consistent with the seriousness and urgency of the matter and within two weeks if practicable. Additionally, executive committee actions will be reported or~~ at the next regular board meeting.

4.1.2 Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, the Association secretary/treasurer and vice president, one ~~Association board director trustee~~ from the PACE board, one district business official, and one at-large board member.

~~Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term. The trustee from the PACE board is recommended by the PACE Board of trustees, appointed by the President, subject to approval by the Board, and will serve a two-year term, with no term limits. The district business official and the at-large board member will be recommended by OSBA staff, appointed by the President, subject to approval by the Board, will serve two-year terms, with no term limits, and staggered start dates starting in January.~~

The finance committee shall operate within the corporation's investment guidelines and the Finance Committee ~~e~~Operating gGuidelines.

4.1.3 Legislative Policy Committee. The board of directors shall maintain a Legislative Policy Committee ("LPC").

(a) Purpose. The LPC shall develop legislative policies which are recommended to and approved by the members as a resolution proposed by the board of directors and voted on by the membership in accordance with Section 2.4 and 2.5. The LPC also advises the executive director and staff during legislative sessions.

(b) Composition. The LPC shall be composed of the voting members of the board of directors, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, ~~and the~~ regional representatives elected under the procedures defined in Section 4.1.3(c) and (d), ~~and~~ one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and~~ one designated

voting member as defined in the bylaws of the Oregon Rural School Boards Members Caucus, and one designated voting member as defined in the bylaws of the Oregon school board members PRIDE caucus. All committee members must be elected or appointed directors of a member as defined in Section 2.1. The vice president of the board of directors shall chair the LPC.

~~(b)~~(c) Qualifications. LPC representatives must serve on the board of a member of the Association throughout the duration of their term.

~~(c)~~(d) Nomination. The board of directors shall cause the nomination form to be distributed to all members in eligible regions. A member may To nominate a candidate to the LPC, and shall do so one or more of the members in the region must timely submit to the board of directors by a formal resolution or motion of the member and timely submission of the nomination form(s) to the office of the Association and the completed nomination form(s). Nominations in regions where there is more than one representative position shall indicate the numbered position for which the nomination is being submitted. The Nominations and election of the LPC representatives will be closed by a date identified in shall be in accordance with the elections calendar adopted by the board.

~~(d)~~(e) Election. Each LPC member shall be elected by majority of member boards of a region. Each member in a region shall have one vote in the regional elections for the LPC representative. The LPC representative candidate receiving a majority of the votes cast by the members within the region shall be elected. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1 ~~(de)~~. Such elections shall be held using the procedures described in Section 3.5.2.

(f) Term. Each committee member shall take office on January 1 in even numbered years and serve for a term of two (2) years.

~~(e)~~(g) Vacancies. In the event that there is a vacancy on the LPC, the board of directors may appoint an interim LPC member from the same region to fill the unexpired term of office. If the board of directors cannot recruit an LPC member from the region, they may appoint a person from a contiguous region to serve to represent the open region to fill the unexpired term of office.

~~4.1.4 PACE Trustees. The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

~~PACE trustees taking office on or after January 1, 2023, may serve three consecutive three year terms and, if eligible, may return after a one year hiatus.~~

4.2 Other Board Committees. The board of directors may create one or more committees of the board of directors and appoint directors and representatives of members to serve on such committee. The creation of a committee and the appointment of directors and member representatives to the committee must be approved by a majority of all directors in office when the action is taken. The provisions of these bylaws governing meetings, action without meetings,

notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members as well. Committees of the board of directors may, to the extent specified by the board of directors, exercise the authority of the board of directors; ~~z~~ provided, ~~however,~~ that no committee of the board of directors may:

- (a) Authorize distributions, provided that this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the Association's purposes;
- (b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets;
- (c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or
- (d) Adopt, amend, or repeal the articles of incorporation or bylaws.

4.3 Advisory Committees. The board of directors may create one or more other committees. Members of these committees need not be members or directors, but at least one director shall serve on each such committee. These committees shall have no power to act on behalf of, or to exercise the authority of, the board of directors, but may make recommendations to the board of directors.

4.4 Caucuses. Caucuses shall exist to enhance the work of the Association by addressing the unique needs of member districts. ~~Caucuses shall:~~

4.4.1 ~~Caucuses shall~~ Clearly articulate the vision, mission, ~~z~~ and goals of the Caucus.

4.4.2 ~~Caucuses shall~~ Adopt bylaws for operating, programming, ~~z~~ and governing within the context of the Association bylaws described herein.

4.4.3 ~~Caucuses shall~~ Comply with Association policies and guidelines.

4.4.4 Caucuses shall be added or eliminated to this provision through the bylaw's amendment process described in Section 8.1~~these bylaws~~.

4.4.5 Caucuses shall submit at an end of fiscal year report to the Board of Directors that includes the following:

4.4.5.1 The caucus is meeting regularly;

4.4.5.2 An accounting of the prior year's budget allocation;

4.4.5.3 Identified officers and current bylaws;

4.4.5.4 A summary of the Caucus current goals, the prior year's Caucus activities that support those goals, and how the Caucus goals align with the mission, vision, and goals of OSBA.

The end of fiscal year report will be submitted at the first regularly scheduled board of directors meeting following the end of the fiscal year.

4.4.~~5~~6 The Oregon School Board Members of Color Caucus was established by a vote of the membership in 2018.

~~4.4.57~~ ~~With the adoption of this section, t~~The Oregon Rural School Boards Members Caucus ~~is~~
~~was~~ established by a vote of the membership in 2023.

~~[4.4.8 The Oregon school board members PRIDE caucus was established by a vote of the
membership in 2024.]~~

4.5 Administration. Each committee and caucus shall prepare minutes of each of its meetings, and such minutes shall be kept on file at the Association’s principal office and made available on request to any member of the board of directors. Each committee and caucus shall also report on its activities at the regular meetings of the board of directors. Each committee and caucus shall comply with the public meetings laws requirements under ORS Chapter 192.

SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

5.1 Eligibility. Effective January 1, 2026, to hold an officer position on the Board of Directors other than the immediate past president, candidates and officers must be a voting member of the OSBA Board of Directors.

~~5.12~~ **Appointment.** The board of directors shall elect officers by majority vote ~~at least 10 days~~ prior to the November member meeting. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes, a second ballot shall be required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes is elected.

~~5.23~~ **Designation.** The officers of the Association shall be a president, president-elect, past president, vice president, a secretary-treasurer, and such other officers as the board of directors may appoint.

~~5.34~~ ~~Compensation and~~ **Term of Office.** Officer terms are one calendar year. No officer, except the secretary-treasurer, shall serve two consecutive terms in the same office, unless the director ~~completed~~completes ~~athe~~ term ~~for of~~ another officer who was unable to complete ~~atheir~~ term, and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms.

5.5 Compensation

~~Directors and members of committees~~Officers may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. ~~Directors~~
~~Officers~~ shall not otherwise be compensated for service in their capacity as ~~directors~~officers.

5.46 Removal and Resignation. Any officer may be removed, either with or without cause, at any time by action of the board of directors. An officer may resign at any time by delivering notice to the board of directors, the president, or the secretary-treasurer. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the later effective date, the board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors. No removal or resignation shall prejudice the rights of any party under a contract of employment.

5.57 Officers. The officers of the Association are as follows:

- 5.57.1 President: The president shall preside at all member meetings of the Association and of the board of directors; shall appoint; any committees positions not otherwise designated in these bylaws or OSBA adopted policy, subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be an ex-officio voting member of all committees established under sections 4.1 and 4.2 of these bylaws. The president shall automatically serve as immediate past president for the following term. The president serves for a term of one calendar year.
- 5.57.2 President-elect: In the absence of the president, the president-elect shall assume the powers and duties of the president, and when a vacancy occurs in the office of president, shall serve in that capacity for the remainder of the term. The president-elect shall automatically serve as president for the following term, even if required to fill an uncompleted term as president. In addition, the president-elect shall assume duties related to the oversight of Association member elections and resolutions processes and such other administrative duties as are assigned by the president. The president-elect serves for a term of one calendar year.
- 5.57.3 Vice president: In the absence of the president-elect, the vice president shall assume the powers and duties of the president-elect. The vice president shall also serve as the chair of the LPC. The vice president serves for one calendar year.
- 5.57.4 Secretary-treasurer: The secretary-treasurer shall be responsible for keeping ~~in a suitable minute book~~ accurate minutes of all board of director meetings in electronic format in accordance with OSBA's record retention schedule; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; ~~and~~ shall receive, account for, and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are ~~read~~ approved by the board of directors; and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors. Such duties of the secretary-treasurer as may be specified by the board of directors may be delegated to the executive director or a designated member of the staff. The secretary-treasurer serves for a term of one calendar year.
- 5.57.5 Immediate past president: The immediate past president shall advise and counsel ~~with~~ other officers. The immediate past president chairs the officer succession planning process. The past president serves for one calendar year.
- ~~5.57.6 Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary treasurer. Such assistant may exercise the powers of the secretary treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.~~

SECTION 6 NONDISCRIMINATION

The Association shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender identity, race, creed, marital status, sex, sexual orientation, religion, color, age, disability, or national origin.

SECTION 7 OSBA PROPERTY AND CASUALTY FOR EDUCATION TRUST

~~PACE Trustees.The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE") as provided in As per the PACE Restated Trust Agreement. the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

~~It is the policy of OSBA with respect to PACE trustees taking office on or after January 1, 2023, that such trustees will be appointed to no more than~~may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.~~~~

SECTION ~~7~~8 GENERAL PROVISIONS

~~7~~8.1 Amendment of Bylaws.

~~7~~8.1.1 Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors.

~~7~~8.1.2 The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.

~~7~~8.1.3 Action by Written Ballot: The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.

~~7~~8.1.4 Approval: Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.

~~7~~8.1.5 Quorum: A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.

~~7~~8.1.6 Whenever an amendment or new bylaw is adopted, it shall be ~~copied in the minute book~~saved in electronic format in accordance with OSBA's record retention schedule with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

~~7~~8.2 **Inspection of Books and Records.** All books, records, and accounts of the Association shall be open to inspection by the directors in the manner and to the extent required by law.

- 78.3 Checks, Drafts, Etc.** All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the board of directors.
- 78.4 Deposits.** All funds of the Association not otherwise employed shall be deposited to the credit of the Association in those banks, trust companies, or other depositories as the board of directors or officers of the Association designated by the board of directors select, or be invested as authorized by the board of directors.
- 78.5 Loans or Guarantees.** The Association shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the Association shall not make a loan, guarantee an obligation, or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the Association.
- 78.6 Execution of Documents.** The board of directors may, except as otherwise provided in these bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.
- 78.7 Insurance.** The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the Association may not purchase or maintain such insurance to indemnify any director, officer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.
- 78.8 Fiscal Year.** The fiscal year of the Association shall begin on the first day of July and end on the last day of June in each year.
- 78.9 Severability.** A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

* * * * *

The foregoing bylaws were approved by the membership of the Oregon School Boards Association on December 15, 2023. The original bylaws were duly adopted by the Board of Directors of OSBA on September 15, 2017, and approved by the membership on December 15, 2017.

2024 OSBA Proposed Bylaw Amendments Summary

New language is in red; deleted language is struck.

Edits solely to punctuation, numbering, or document references have not all been included.

Section	Proposed Language	What changed?
1	The Oregon School Boards Association (the “Association” or “OSBA”) exists solely to perform essential governmental functions and all of its income accrues to the State of Oregon or its political subdivisions as required under IRC Section 115.	Non-substantive change. The “Association” and “OSBA” are used interchangeably throughout the document. Clarifying that the “Association” and “OSBA” are interchangeable and have the same meaning.
2.1.1	Local School District as defined under ORS Chapter 332;	Non-substantive change. Delete the word “local” to conform with ORS 332 as the statute refers to “School District” not “Local School District.”
2.3.1	Election and removal of directors except as set forth in Section 3.8;	Non-substantive change. Added cross reference to related Section 3.8.
2.3.2	Election and removal of the Legislative Policy Committee (“LPC”) members except as set forth in Section 4.1.3(g);	Non-substantive change. Added cross reference to related Section 4.1.3(g).
2.3.3(b)	(b) Modification to the region descriptions set forth in Section 2.6.1; and the	Non-substantive change. Remove unnecessary word.
2.5.1	Such resolutions shall be submitted to the board of directors no later than September 30 th .	Non-substantive change. Remove unnecessary letters.
2.5.2	The board of directors may call a special meeting of members under Section 2.9, as necessary.	Non-substantive change. Deleted since it is duplicative with Section 2.9.
2.6.1(g)	(g) Clackamas Region includes all of the members located in the county ies of Clackamas and Hood River.	Non-substantive change. Correct spelling error.
2.6. 2 3	Regional elections shall be taken determined by a majority of votes cast by members within the members within the region.	Non-substantive change. Word clean up for readability.
2.7	Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2. 4 5 .	Non-substantive change. Insert correct section citation.
2.8	Annual Meetings. An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors; and any other officer or person whom the president may designate, shall report on the state of the Association, the its activities, and its financial condition of the Association .	Non-substantive change. Word clean up for readability.

2024 OSBA Proposed Bylaw Amendments Summary

New language is in red; deleted language is struck.

Edits solely to punctuation, numbering, or document references have not all been included.

Section	Proposed Language	What changed?
2.10	Telephonic/Video Meetings. The board of directors may permit any member to participate in any annual or special meeting of the membership , or conduct the meetings through; the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present in person at the meeting.	Non-substantive change. Specify meetings “of the membership” since this section falls under the “Section 2 Membership” section and add a similar provision under “Section 3 Directors” titled “3.12 Telephonic/Video Meetings” that allows the board of directors to conduct meetings by telephone and video means in accordance with ORS 192.670.
2.11	Place of Meetings. Meetings of the members shall be held at any place, in or out of Oregon, designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association’s principal office.	Non-substantive change. OSBA board meetings must take place in Oregon in accordance with ORS 192.630 (4)(a).
2.13.1 2.14	Approval: With the exception of approving amendments to the Association’s bylaws, which is as outlined in Section 7.1 of these bylaws , and with the exception of regional elections outlined in 2.6.3 , approval by written ballot is effective when at the end of the voting period when:	Non-substantive change. Word clean up for readability. Also added reference to related provision 2.6.3.
3.1	Powers. Except as provided under Section 2.2 3 , all corporate powers shall be exercised by or under the authority of and the affairs of , are managed under the direction of the board of directors.	Non-substantive change. Word clean up for readability.
3.5	Composition. The board of directors will be comprised of up to 23 22 regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, one designated director as defined in the bylaws of the Oregon Rural School Boards Members Caucus , and one designated director as defined in the bylaws of the Oregon school board members PRIDE caucus and ex-officio nonvoting members advisors as delineated in Section 3.5.4.	<p>Non-substantive change. Change 23 to 22 as there are 22 regionally elected directors set forth in section 2.6.1 not 23, plus one director from the Color Caucus and one director from the Rural Caucus, for a total of 23 directors. There are 20 board positions. If the criteria listed in 3.5.1(e) is met, 22 regionally elected directors may be allowed.</p> <p>Non-substantive change. Amend “ex-officio member” to “ex-officio advisor” to make the language consistent with 3.5.4 that refers to ex-officio “advisors.”</p> <p>Substantive change. Add a designated director from the PRIDE caucus to the OSBA board of directors.</p> <p>Non-substantive change. Delete Ex-officio advisors since they do not fall under the definition of board of directors and are described in 3.9.</p>

2024 OSBA Proposed Bylaw Amendments Summary

New language is in red; deleted language is struck.

Edits solely to punctuation, numbering, or document references have not all been included.

Section	Proposed Language	What changed?
3.5.1(e)	<p>Provided, however, that if the president or immediate past president of the board of directors is a representative director from a region that elects only one director, that region shall elect an additional director or directors to serve for the duration of the president and/or the immediate past president's term.</p>	Non-substantive change. Word clean up for readability.
3.5.2	<p>Regional Election.</p> <p>(a)The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.</p> <p>(b)Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions. To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted.</p> <p>(c) Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes of cast by the members within the region shall be elected.</p> <p>(a)(d)In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second regional ballot shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.</p>	Non-substantive change. Language moved to (a) from (b) because it makes more sense in (a). Non-substantive change. Word clean up in sections (c) and (d)for readability.

2024 OSBA Proposed Bylaw Amendments Summary

New language is in red; deleted language is struck.

Edits solely to punctuation, numbering, or document references have not all been included.

Section	Proposed Language	What changed?
3.5.3	<p>Designated Caucus Representatives. In accordance with their bylaws, caucuses of OSBA shall appoint a representative of the Caucus to serve as a director of the Association. The representative must be an elected or appointed member of any public board of education in Oregon who that is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.</p> <p>If the president or immediate past president of the board of directors is a representative director from a caucus, then the caucus shall elect an additional director to serve for the duration of the president and/or the immediate past president's term.</p>	<p>Substantive change. If the president or immediate past president of the board is a representative director from a caucus that elects only one director, that caucus shall elect an additional director to serve for the duration of the president and/or immediate past president's term. This would provide a caucus with the same opportunity as provided to regionally elected directors in section 3.5.1(e).</p>

2024 OSBA Proposed Bylaw Amendments Summary

New language is in red; deleted language is struck.

Edits solely to punctuation, numbering, or document references have not all been included.

Section	Proposed Language	What changed?
3.5.4	<p>Ex-Officio. The following individuals or their designee may serve as ex-officio, nonvoting, advisors to the board of directors:</p> <p>(a) Any director of the National School Boards Association elected from Oregon;</p> <p>(b) Any officer of the National School Boards Association, National School Boards Advocacy Committee, or an officer of the NSBA Pacific Region.</p> <p>(c) The immediate past president of the Oregon Association of School Executives;</p> <p>(d) The immediate past president Executive Director of the Confederation Coalition of School Administrators;</p> <p>(e) The board section president Chair-Elect of the Oregon Association of Education Service Districts;</p> <p>(f) The board section president of the Oregon Community College Association;</p> <p>(g) The chair of the State Board of Education; and</p> <p>(h) Any other person as that the board of directors may appoint.</p> <p>Ex-officio advisors do not attend executive sessions of the board of directors unless they hold a separate position that entitles them to attend executive session or they are invited to attend by the board of directors.</p> <p>Ex officio advisors are not eligible for travel reimbursement from OSBA unless they hold a separate position for which travel reimbursement is provided.</p>	<p>Non-substantive change in (b), (c), (d), (e) and (h) for readability and to reflect the titles of the positions actually serving as ex-officio advisors.</p> <p>Non-substantive change under (h). Clarifying that ex-officio advisors only attend executive sessions of the board unless they hold a separate position that entitles them to attend executive session or they are invited to attend by the board of directors.</p> <p>Substantive change under (h). Providing that ex-officio advisors are not eligible for travel reimbursement from OSBA unless they hold a separate position for which travel reimbursement is provided.</p>

2024 OSBA Proposed Bylaw Amendments Summary

New language is in red; deleted language is struck.

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Section	Proposed Language	What changed?
3.6	<p>Vacancies. In the event that any director position, other than the president or immediate past president servicing as a second director for a region as set out in Section 3.5.1(e), is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year.</p> <p>If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board.</p> <p>All appointed interim directors must run for regional election during the next election cycle following appointment in order to be eligible to continue service on the board of directors past December 31 of the election year. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term.</p>	<p>Non-substantive change. Add that all appointed interim directors must run for election during the next “election cycle following appointment” because earlier in section 3.6 it says the director is appointed to serve until December 31.</p> <p>Non-substantive change. Add language for clarification - Added “president” to first paragraph in addition to the immediate past president and clarify that the board will fill any vacancies by appointment except in the situation where the president or past president have a second person from their region on the board pursuant to Section 3.5.1(e). Non-substantive change. Add clarifying language to the third paragraph to indicate that appointed directors who wish to continue past December 31 must run for election.</p>
3.9	<p>Regular Meetings. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. The board of directors may schedule additional regular meetings to occur during a calendar year. If the time and place of any other director meeting is regularly scheduled by the board of directors, the meeting is a regular meeting. All other meetings are special meetings.</p>	<p>Non-substantive change. Create separate provisions (3.9 and 3.10) for regular meetings and special meetings since there are different requirements for the two different meeting types.</p> <p>Non-substantive change. Add language making it clear that the board can set a schedule regular board meetings in addition to the annual meeting.</p>
3.10	<p>Special Meetings. A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. All directors shall be officially notified of a special meeting by written notice delivered personally, by telephone, or electronic mail at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. No matter may be considered at a special meeting other than the matter(s) specified in the notice.</p>	<p>Non-substantive change. Create a new paragraph discussing special meetings separate from regular meetings. Add language regarding special meetings for clarity. Added language comes from the old section 3.10, newly 3.13.</p> <p>Non-substantive change. Add language to clarify that topics cannot be added to special meetings other than the topics noticed.</p>

2024 OSBA Proposed Bylaw Amendments Summary

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Section	Proposed Language	What changed?
3.11	Place of Meetings. The board of directors may hold annual, regular, or special meetings at any location in the State of Oregon.	Non-substantive change. Create a new paragraph titled “Place of Meetings” to specify that OSBA board meetings must take place in Oregon in accordance with ORS 192.630 (4)(a).
3.12	Telephonic/Video Meetings. The board of directors may conduct meetings through the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A director participating in the meeting by this means is deemed to be present at the meeting.	Non-substantive change. Create a new paragraph titled “Telephonic/Video Meetings” that matches section 2.10 meetings of the membership and complies with ORS 192.670.
3.10 3.13	Notice of Meetings. All members directors shall be officially notified of a special meeting by written notice delivered personally, by telephone or electronic mail to all directors at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. Notice of meetings shall also comply with all procedures and include any information as required by ORS Chapter 192.	Non-substantive change. Replace “members” with “directors” because it appears to be a typo if you keep reading the sentence.
3.16 3.19	Director Conflict of Interest. The Association shall maintain a Conflict of Interest policy, the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify its members and the directors of the current Conflict of Interest policy. Each director shall annually complete and return a Conflict of Interest Statement.	Substantive change. Remove requirement that the members be notified annually of the conflict-of-interest policy since it is not legally required and OSBA members should be independently aware of Oregon conflict of interest law. Also remove requirement that OSBA board of directors to complete and return a conflict of interest statement since that is not legally required and OSBA board directors have independent responsibility for declaring potential and actual conflicts.

2024 OSBA Proposed Bylaw Amendments Summary

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Section	Proposed Language	What changed?
4.1.1	<p>Executive Committee. The executive committee shall consist of the five officers of the board of directors: the president as chairman and as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, the president-elect, the vice president, the secretary-treasurer, and the immediate past president. The executive committee may act, pursuant to delegation of is delegated authority to such committee by the board of directors; act in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board of directors by mail, email, or on a timeframe consistent with the seriousness and urgency of the matter and within two weeks if practicable. Additionally, executive committee actions will be reported at the next regular board meeting.</p>	<p>Non-substantive change. Add that President is an ex-officio voting member pursuant to 5.5.1 of the Bylaws.</p> <p>Non-substantive change. Clarify language so that it is clear the executive committee can act on behalf of the board, when necessary, between board meetings. This amendment aligns with previous interpretation of this provision.</p> <p>Non-substantive change. Requires executive committee to report to the board on a timeframe consistent with the materiality and urgency of the matter and within two weeks if practicable. Additionally requires the executive committee to report their actions at the next regular board meeting.</p>

2024 OSBA Proposed Bylaw Amendments Summary

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Section	Proposed Language	What changed?
4.1.2	<p>Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, the Association secretary/treasurer and vice president, one Association board director trustee from the PACE board, one district business official, and one at-large board member.</p> <p>Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term. The trustee from the PACE board is recommended by the PACE Board of trustees, appointed by the President, subject to approval by the Board, and will serve a two-year term, with no term limits. The district business official and the at-large board member will be recommended by OSBA staff, appointed by the President, subject to approval by the Board, will serve two-year terms, with no term limits, and staggered start dates starting in January.</p> <p>The finance committee shall operate within the corporation’s investment guidelines and the Finance Committee oOperating gGuidelines.</p>	<p>Non-substantive change. Add that President is an ex-officio voting member pursuant to 5.5.1 of the Bylaws.</p> <p>Non-substantive change. Clarify language regarding who has a two-year term because President and Secretary/Treasurer will only have one year term in alignment with their positions on the board.</p> <p>Non-substantive change. Clarify that a trustee from the PACE board serves on the finance committee. Existing language is confusing.</p>
4.1.3(b)	<p>Composition. The LPC shall be composed of the voting members of the board of directors and the, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, regional representatives elected under the procedures defined in Section 4.1.3(c) and (e), and one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus, and one designated voting member as defined in the bylaws of the Oregon Rural School Board Members Caucus, and one designated voting member as defined in the bylaws of the Oregon school board members PRIDE caucus. All committee members must be elected or appointed directors of a member as defined in Section 2.1. The vice president of the board of directors shall chair the LPC.</p>	<p>Non-substantive change. Create separate section for “Composition” for ease of reading. Add that President is an ex-officio voting member pursuant to 5.5.1 of the Bylaws.</p> <p>Substantive change. Add a designated voting member from the Oregon school board members PRIDE caucus.</p>

2024 OSBA Proposed Bylaw Amendments Summary

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Section	Proposed Language	What changed?
4.1.3(c)	<p>Qualifications. LPC representatives must serve on the board of a member of the Association throughout the duration of their term.</p>	<p>Non-substantive change. Create section for “Qualifications” for ease of reading. Make it clear that an LPC representative must be on a member school board in order to serve as an elected representative of the LPC.</p>
4.1.3(d)	<p>Nomination. The board of directors shall cause the nomination form to be distributed to all members in eligible regions. A member may To nominate a candidate to the LPC and shall do so by, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and timely submission of the nomination form(s) to the office of the Association and the completed nomination form(s).</p> <p>Nominations in regions where there is more than one representative position shall indicate the numbered position for which the nomination is being submitted. The N nominations will be closed by a date identified in and election of the LPC representatives shall be in accordance with the elections calendar adopted by the board.</p>	<p>Non-substantive change. Create section for “Nomination” for ease of reading. Other changes for ease of reading.</p>
4.1.3(e)	<p>Election. Each LPC member shall be elected by majority of member board of a region. Each member in a region shall have one vote in the regional elections for the LPC representative. The LPC candidate receiving a majority of the votes cast by the members within the region shall be elected. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1(e). Such elections shall be held using the procedures described in Section 3.5.2.</p>	<p>Non-substantive change. Create section for “Election” for ease of reading. Other changes for ease of reading.</p>
4.1.4	<p>PAGE Trustees: The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust (“PAGE”). As per the PAGE Restated Trust Agreement, the PAGE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PAGE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors. (a) PAGE trustees taking office on or after January 1, 2023, may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.</p>	<p>Housekeeping. Move PACE to its own section (new section 7) since PACE is a trust with its own trust governing document and is not appropriately placed under the “Committee” heading.</p>
4.4.4	<p>Caucuses shall be added or eliminated to this provision through the bylaw’s amendment process described in these bylaws Section 8.1.</p>	<p>Non-substantive change. Identifies the bylaws section that addresses adding and eliminating caucuses for clarity.</p>

2024 OSBA Proposed Bylaw Amendments Summary

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Section	Proposed Language	What changed?
4.4.5	<p>Caucuses shall submit an end of fiscal year report to the Board of Directors that includes the following:</p> <p>4.4.5.1 The caucus is meeting regularly;</p> <p>4.4.5.2 An accounting of the prior year’s budget allocation;</p> <p>4.4.5.3 Identified officers and current bylaws;</p> <p>4.4.5.4 A summary of the Caucus current goals, the prior year’s Caucus activities that support those goals, and how the Caucus goals align with the mission, vision, and goals of OSBA.</p> <p>The end of fiscal year report will be submitted at the first regularly scheduled board of directors meeting following the end of the fiscal year.</p>	<p>Substantive change. Added new section outlining an annual report that must be submitted by each caucus to the full board for accountability purposes. The report contents for this new annual report came from the OSBA board adopted guideline titled "Adding or Eliminating a Caucus."</p>
4.4.57	<p>With the adoption of this section, the The Oregon Rural School Board Members Caucus is was established by a vote of the membership in 2023.</p>	<p>Non-substantive change. Added historical details to match language about the color caucus in section 4.4.56.</p>
4.4.8	<p>The Oregon school board members PRIDE caucus was established by a vote of the membership in 2024.</p>	<p>Substantive change. Changes bylaws to establish the PRIDE caucus.</p>
5.1	<p>Eligibility. Effective January 1, 2026, to hold an officer position on the Board of Directors other than the immediate past president, candidates and officers must be a voting member of the OSBA Board of Directors.</p>	<p>Substantive change. Under the current version of the OSBA bylaws, anyone is eligible to serve as an OSBA officer, there are currently no qualification criteria. This section would require a candidate for an officer position and OSBA directors in officer positions to be a voting member of the OSBA board in order to serve in an officer position.</p>
5.12	<p>Appointment. The board of directors shall elect officers by majority vote at least 10 days prior to the November member meeting.</p>	<p>Substantive change. Remove 10 day requirement because it is unnecessary.</p>
5.34	<p>Compensation and Term of Office. Officer terms are one calendar year. No officer, except the secretary-treasurer, shall serve two consecutive terms in the same office, unless the director completed a completes the term for of another officer who was unable to complete a their term, and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms.</p>	<p>Non-substantive change. Move “Compensation” to its own section separate from “Term of Office” for ease of reading.</p>
5.5	<p>Compensation. Directors and members of committees Officers may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. Directors Officers shall not otherwise be compensated for service in their capacity as directors officers.</p>	<p>Non-substantive change. Create stand-alone section for “Compensation,” for ease of reading. Also specify that this provision applies to officers not other board directors as this is in the “Officer” section. Board of Directors reimbursement is found in 3.15 (new 3.18) so nothing is being eliminated, this is just section cleanup.</p>

2024 OSBA Proposed Bylaw Amendments Summary

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Section	Proposed Language	What changed?
5.57.1	President: The president shall preside at all member meetings of the Association and of the board of directors; shall appoint; any committees-positions in accordance with these bylaws and OSBA board adopted policy, subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be an ex-officio voting member of all committees established under sections 4.1 and 4.2 of these bylaws.	Non-substantive change. Language clean up for readability. Added references to related bylaws provisions
5.57.4	Secretary-treasurer: The secretary-treasurer shall be responsible for keeping in a suitable minute book accurate minutes of all board of director meetings in electronic format in accordance with OSBA's record retention schedule; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; and shall receive, account for, and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are read approved by the board of directors; and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors.	Non-substantive change. Delete reference to a “minute book” as OSBA does not keep a “minute book” and it is not legally required, update language to reflect what OSBA is doing to comply with the record retention law.
5.5.6	Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary-treasurer. Such assistant may exercise the powers of the secretary-treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.	Non-substantive change. The assistant to the secretary-treasurer is not an OSBA officer so should not be listed as such. Bylaws section 5.5.4 already authorizes the secretary-treasurer to delegate to the executive director or other designated staff member.
6	The Association shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender identity, race, creed, marital status, sex, sexual orientation, religion, color, age, disability, or national origin.	Non-substantive change. Add “gender identity” and “sex” in accordance with ORS 659A.403.

2024 OSBA Proposed Bylaw Amendments Summary

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Section	Proposed Language	What changed?
7	<p>PACE Trustees: The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust (“PACE”). As per as provided in the PACE Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.</p> <p>(a) It is the policy of OSBA with respect to PACE trustees taking office on or after January 1, 2023, may serve that such trustees will be appointed to no more than three consecutive three-year terms and, if eligible, may return after a one-year hiatus.</p>	<p>Housekeeping. Moved PACE from 4.1.4 under the committee heading to this new section 7 since PACE is a trust not an OSBA committee.</p>
78.1.6	<p>Whenever an amendment or new bylaw is adopted, it shall be copied in the minute book saved in electronic format in accordance with OSBA’s record retention schedule with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.</p>	<p>Non-substantive change. Delete reference to a “minute book” as OSBA does not keep a “minute book” and it is not legally required, update language to reflect what OSBA is doing to comply with the record retention law.</p>



REPORT: Administrative Policies and Regulations for Review – December 10, 2024

PRESENTED BY: Steve Cook, Superintendent

EXECUTIVE SUMMARY:

Bend-La Pine Schools has a multi-part, policy and regulation review process. The district shares policies and regulations that are currently in review at regularly scheduled school board meetings and then following the meeting allows time for, and considers, public feedback related to the proposed changes. The district also has several student, staff, and community groups that review policies and provide feedback. The Oregon School Boards Association (OSBA) releases a Policy Update several times a year with changes to policies and regulations as a result of changes in legislation. The district reviews the required and recommended changes before adopting any changes. Public feedback is not solicited on these policies as the updates align with requirements set forth in laws and regulations.

The following administrative policies and regulations are currently in review. A brief summary of the proposed changes are listed below and a redline version of each follows this executive summary.

Policy / Regulation Title	Reason for Update
IGBHAB-AR: Choice Option Programs	Updated to align with current district practices.
JC-AR: Attendance Areas & In-District Transfers	Regulation recommended for deletion as language is being incorporated into JEC-AP, JEC-AR, JECBB-AR, JECBA-AR, JECB/JECF-AP, and JECB/JECF-AR.
JEC-AP: Admissions	Updated to align with OSBA sample policy. <i>Changes are a result of OSBA Policy Update dated November 2024.</i>
JEC-AR: Admission of Resident Students	New administrative regulation incorporating language previously found in JEC-AP.
JECB/JECF-AP: Interdistrict Transfer of Students	Updated to align with current district practices, OSBA sample policy, and renamed and recoded to incorporate language regarding interdistrict transfer of students out of the district. <i>Changes are a result of OSBA Policy Update dated November 2021.</i>
JECB/JECF-AR: Interdistrict Transfer of Students	New administrative regulation to align with district practices and OSBA sample policy.
JECBA-AR: Admission of Exchange Students	New administrative regulation to align with current district practices and sample policy incorporating language previously found in JECB-AP.
JECBB-AR: Intradistrict Transfer of Students	New administrative regulation to align with OSBA sample policy incorporating language previously found in JC-AR. <i>Changes are a result of OSBA Policy Update dated June 2017.</i>
JECBC-AR: Student Transfers-High School Athletics	Regulation recommended for deletion as language has been incorporated into JECBB-AR.

Feedback regarding the proposed changes will be accepted until 5:00 p.m. on December 31, 2024. To provide comment on any of the policies in review, please visit the [Policies page](#) of the District website or complete the comment form linked [here](#). Comment form opens Wednesday, December 11, 2024.



Please see guidance for the 2021-22 school year on pages 4-5

Definition

Choice Option **schools and** programs provide learning opportunities that are significantly different from other traditional programs, while meeting the same standards and requirements as other schools within the district. Choice Options **Programs** are structured around a unique curriculum or particular instructional methodology and may be located in the same building as a neighborhood school or in a separate school. Choice Options **Programs** are designed to serve students from throughout the district.

Guiding Principles

Choice Options **Programs** are educational alternatives that provide learning opportunities that are significantly different from existing programs and are open to families from throughout the district who choose the specific educational methodology for their student(s). A Choice Option **Program** will provide equal opportunity for all nationalities, races, ethnic groups, abilities and genders within Bend-La Pine Schools.

Goals of a Choice Option **Program** must be congruent with the district's vision, mission, goals, and strategic plan as well as with state standards. A Choice Option **Program** will adhere to established district policies, procedures and assessment practices.

A Choice Option **Program** will generally be funded and staffed at the same levels as other district schools serving similar grade levels. The school board may choose to fund start-up or program costs at a different level based on unique needs of the program. The district shall establish enrollment capacities for each grade at the Choice Option **Program** each spring for the following school year, based on student-teacher ratios that are comparable to those in the other schools of the district. If more students apply for admission to a Choice Option **Program** than space and staffing allow, students will be selected for enrollment by a district defined lottery procedure.

Attendance Areas

The following Choice Options have a defined "magnet zone"

- ~~Amity Creek Magnet at Thompson School~~
- ~~Highland Magnet at Kenwood School~~
- ~~Westside Village Magnet at Kingston School~~

An "attendance magnet zone," where applicable, is defined as an area in proximity to the school where preference will be provided to resident families if they have completed the full application process for that Choice Option **Program**. Since each Choice Option **Program** has a different methodology of instruction, the families living within an "attendance magnet zone" will need to determine that the placement is the right fit for their student and apply. ~~When the district establishes "magnet zones," they shall be drawn in a manner so that a significant majority of the slots are available for students from outside the zones.~~

For purposes of enrollment, the primary residence of the student must be used. Families who reside in an "attendance magnet zone" and are selected for a Choice Option **Program** will be asked to provide proof of their current residential address; examples of documentation include a ~~property tax statement, mortgage document,~~ rental agreement, **identification with matching address,** or current utility bill. Proof of residential address must be provided **at the time of enrollment to the school office by August 1.** If it is determined that some address other than the primary residence has been used for obtaining access to a specific Choice Option **Program**, then all rights and privileges accorded through this administrative regulation shall be forfeited.

~~The district will site Choice Options.~~ Parents/guardians may need to provide their own transportation as the district provides limited bus routes and transportation to Choice Options **Programs**.

Choice Option Application Process

Any student residing within the Bend-La Pine Schools' boundaries is eligible to attend a Choice Option Program. If resident students do not request all of the space available, non-resident students who have been approved for interdistrict transfer in accordance with district procedures may be enrolled (see JECB/JECF-AP: [Interdistrict Transfer of Students Admission of Non-Resident Students](#)). The district will inform the public about Choice Options Programs and timelines for application on an annual basis.

Interested families are encouraged to attend informational meetings and school tours as advertised each year. ~~Since the educational focus or methodology differs, and the intent is to match the educational needs of the student, families may submit an application for only one Choice Option. Applications are available on the district website or at all Choice Option sites. Students may only be included in one Choice Option lottery in a given year. If a student is not admitted to their first choice, families may request the student's name be placed on the "interest list" for another Choice Option. Placement of a student's name on an "interest list" will result in that student being removed from the waitlist of the first choice school.~~

To be considered for admission to a Choice Option Program, all individual students, ~~including siblings and students residing within a "magnet zone,"~~ must have an approved enrollment in their boundary school and submit a Choice Option Lottery application through ParentVue or complete a paper application form by the deadline established and advertised by the district.

Admission preference into a Choice Option Program will be in the following priority order:

1. Siblings of current students and incoming kindergartners living within the "attendance magnet zone" receive first priority preference if there is available space at their respective grade level. Recent additions to families (i.e.: step-children/adopted children) qualify as siblings under this policy. If there is not space at that grade level, the sibling or siblings will be placed at the top of the sibling waiting list. ~~Effective the 2020-21 school year lottery,~~
 - o Siblings of current students in 5th and/or 8th grades will not have sibling preference in the lottery process. Sibling preference will only be given to those students who will attend the same Choice Option Program during the same school year.
2. Children of current Bend-La Pine Schools' staff will be prioritized in accordance with JECBB-AR: Intradistrict Transfer Procedures and applicable Association contract language. ~~For a family with multiple children entering the same grade (e.g. twins, triplets, blended families, adoption or any other reason), all of the children will be included on one Choice Option application form. An additional application form must be completed for each child in another grade.~~
3. Incoming students in grades 1-5 (or 1-8, if applicable) who live within the "attendance magnet zones" receive second priority preference. Implementation of the "attendance magnet zone" priority will not displace students currently enrolled. If there is not space at the desired grade level, students will be placed on the "magnet zone" waiting list.
4. Applicants that have submitted their Choice Option Program application by the application deadline will fill all of the remaining vacancies. In the event that more students apply than can be accommodated, a lottery will be conducted.

~~For~~ Realms Middle and Realms High School students:

For the purposes of sibling preference, Realms Middle School and Realms High School shall be considered one school.

- Current students:
 - o Realms High School will reserve a maximum of 50% of their 9th grade seats for current 8th grade Realms Middle School students who submit a Choice Option Program application for Realms High School.
 - o A lottery will be held if the number of applications from current 8th grade Realms Middle School students exceeds the reserved number of 9th grade seats. Students who are not selected in the lottery will be placed on the "reserved-seat waiting list."
- Students new to Realms High School:
 - o The remaining other 50% of the 9th grade seats at Realms High School will be available to all other students who complete the Choice Option application for Realms High.
 - o A lottery will be held if there are more applications than available seats. Students who are not selected in this lottery will be placed on the "non-reserved waiting list."
 - o If there are available seats after all students are considered for the non-reserved 9th grade seats, those seats will be offered to students who are on the "reserved-seat waiting list."
 - o Should a Realms Middle School student choose to go to a different high school for 9th grade and then want to return to Realms High School, that student will no longer have preference and will be placed on the "non-reserved waiting list."

Students who have been reconfirmed on the lottery waiting list from the prior school year's lottery will receive third priority preference.

Applicants that have submitted their Choice Option application by the application deadline will fill all of the remaining vacancies. In the event that more students apply than can be accommodated, a lottery will be conducted.

Waiting List Lottery Process

Individuals who were on any waiting list the previous year must submit a new application by the lottery application deadline in order to maintain a position on the waiting list.

Students applying for admission to a Choice Option Program after the application deadline will be placed on the waiting an interest list in the order in which the school receives their application and in the priority order stated above. Individuals who were on any waiting list the previous year must submit a new application by the lottery application deadline. Students on an "interest list" may only be admitted after the students on the "waiting list" for that grade have been admitted.

Early entry requests for kindergarten will not be included in the lottery unless the required testing has been initiated prior to the lottery application deadline. The process must be completed by the end of the academic year in which the application was made.

Whenever the number of applicants exceeds the number of vacancies, the following lottery process will be followed:

1. The names of those applicants not already enrolled are sorted by grade. Applicants who are sibling groups or live in the appropriate "attendance magnet zone" are separated into their priority groupings.
2. ~~Upper grades openings are filled first, followed in descending order by openings in other grades.~~
3. When a family has several children in the lottery, if one child's name is drawn, at that point the other siblings are enrolled if there are openings in their respective grades. If no openings are available, their names will be placed at the top of the sibling waiting list.
4. When all of the openings are filled, the applicants will remain on the waitlist for that academic school year and will be offered placement in the order received as openings occur a drawing is held of the remaining applicants who are not already on a waiting list, and the names are placed in order at the end of any waiting lists that may already exist.

Parents/guardians will be notified of lottery results.

Once the lottery is completed, and an opening occurs, the first name on the waiting list becomes eligible to fill that spot. A family will have one opportunity to rotate to the bottom of the waiting list, rather than accepting an opening mid-year. The second time a family becomes eligible, they must either accept the opening or be removed from the waiting list.

At any time, Families interested in enrolling their children in a Choice Option Program may enter their student into the lottery for a position on an existing waitlist by completing the Choice Option Program application form. place their names on the "interest list" at any time. When an opening occurs during the school year and there are no names on the waiting list for that grade, the "interest list" will be used to fill the opening. All interested families need to fill out a Choice Option application form, which will allow them to be involved in the lottery process.

If a student is currently enrolled in a Choice Option Program and they apply he/she applies and are is accepted to another Choice Option Program, they he/she will lose the spot in the current Choice Option Program. The vacant spot can be filled with a new student from the waiting list.

Exceptional Situations

A student will be withdrawn after an absence of 10 consecutive school days (per OAR 581-023). A student will not be permitted to re-enroll at their his/her respective Choice Option Program magnet school after an additional 30 consecutive school days of absences. If a student wishes to reenroll at a Choice Option Program after being dropped from enrollment due to an extended absence, they he/she must complete the Choice Option Program application process.

The district recognizes certain extenuating circumstances may cause a student to have an extended absence beyond the day limits defined above. When a student has an extended absence due to such circumstances (i.e., medical emergency), the

principal will consult with the superintendent or designee to determine if that student will be readmitted to the Choice Option Program.

Parents/guardians who wish to have their student return to their attendance area school will lose their spot at a Choice Option Program and must go through the application process if they would like to reenroll in a Choice Option Program.

Special Education and Public School Choice

The district will ensure that students with disabilities are provided a free appropriate public education (FAPE) in their approved school of choice, consistent with the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act. In offering choice to students with disabilities, the district may match the abilities and needs of a student with disabilities to the possible schools that have the ability to provide the student with FAPE.

Admission to district Magnet Schools or a variety of Choice Options operated by district shall be in accordance to the procedures established for the respective program. These programs are generally open to students throughout the district without regard to the student's attendance area. In rare situations, where student enrollment exceeds space and/or staffing available, the district may need to transfer a student to another school. If a transfer is necessary, the district will make every effort to work with parents and/or guardians to assure as smooth of a transition as possible.

Guidance for the 2021-22 School Year

For the 2021-22 school year, Choice Option students who enroll in Bend-La Pine Online (BLPO) and remained actively enrolled for the entirety of the 2021-22 school year will not lose their spot at the following Choice Option schools:

- Amity Creek Magnet at Thompson School
- Highland Magnet at Kenwood School
- Westside Village Magnet at Kingston School
- Realms Middle School
- Realms High School
- Bend Tech Academy at Marshall High School

If there is a waitlist at the Choice Options listed above, opportunities to fill the open spot will not be offered to anyone while the student is actively enrolled at BLPO.

If a student in the K-12 Dual Immersion Choice Option desires to enroll in BLPO then they must contact Kinsey Martin, the Assistant Director ELL and Dual Language Programs, at 541-355-1026 or kinsey.martin@bend.k12.or.us to discuss the conditions under which the student would not lose their spot in the Dual Immersion Program.

If a Choice Option student enrolls in BLPO and subsequently fails to complete the coursework for the first semester, they may lose their spot at the Choice Option. The principal will consult with the superintendent or designee to determine if that student will be readmitted to the Choice Option.

In addition to the BLPO option, incoming Kindergarten students may postpone their entry into a Choice Option School until the start of the 2022-23 school year without losing their spot.

If a Choice Option student enrolls in a program or school outside of Bend-La Pine Schools (including district charter schools) for the 2021-22 school year, their spot will not be held.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 2/11/08, 1/25/10, 1/20/15, 9/23/15, 10/20/15, 2/6/19, 4/8/19, 12/9/19, 7/20/20, 8/2021, 12/10/24

draft 12.2024

BEND-LA PINE SCHOOLS

Administrative School District No. 1

Deschutes County, Oregon

ADMINISTRATIVE REGULATION

Name: Attendance Areas & In-District Transfers

Section: Students

Code: JC-AR

Students are generally expected to attend the school in the attendance area in which their parents or legal guardians reside. Attendance areas provide a balance among number of students, available classrooms, and staff. The district strives to assure that the educational programs and opportunities within the district's schools are comparable. When unusual circumstances or special needs exist, exceptions will be considered based upon parent/guardian request and/or district need in accordance with these procedures. Transfers in attendance areas may be granted for any of the following:

Placement of Student in District Program

The district chooses to locate a number of district-wide programs at specific schools. Placement in these programs is made in accordance with the student's educational needs, qualifications, and space available, regardless of the student's attendance area.

Admission into Magnet Schools or Choice Options

Admission to district Magnet Schools or a variety of Choice Options operated by district shall be in accordance with the procedures established for the respective program. These programs are generally open to students throughout the district without regard to the student's attendance area. Further information about admission to district magnet schools and choice option programs can be found in IGBHAB-AR: Choice Option Schools and Programs.

In-District Transfers

In rare situations, where student enrollment substantially exceeds space and/or staffing available, the district may need to transfer a student to another school. If a transfer is necessary, the district will make every effort to work with parents/guardians to assure as smooth of a transition as possible. If space becomes available in the student's home school, a student who is subject to an in-district transfer will have the first right of returning to the home school. The district will provide student transportation to the new school in cases of in-district transfers.

Attendance Area Change Requests (ACR)

A parent/guardian may request a change in attendance area when special circumstances merit such a change. Approval or denial of requests will be made based upon student needs, space available in the school, the particular grade or program, impact on enrollment balance between the schools, and appropriateness of the program. Student educational and behavioral records may be reviewed. When an ACR is granted, student transportation to and from school is the responsibility of the parents/guardians.

Priority Considerations for Attendance Area Change Requests

In addition to consideration of space and staffing available, and requests received by the established due dates, the following priority considerations will be considered when reviewing an ACR:

- Timely submission of ACR form.
- Parent/guardian is a current Bend-La Pine Schools staff member
- Desire to remain at a student's current school for the remaining years served at that school, if a student's primary residence changes to outside of the attendance area mid-year.
 - If a student is requesting an ACR due to an upcoming relocation to a new attendance area, proof of future residence is required (i.e., rental agreement, copy of earnest money deposit, utility bill/agreement, etc.).

- Significant family and/or student circumstance and/or hardship of an educational, medical, financial or personal nature that would be relieved by a change in attendance area. The circumstance or hardship to be relieved must be specified. At the elementary level this may include daycare.
- Participation in a sequential program of studies where the program is not offered at the student's resident high school. Once transferred for reasons of a program of study, the student will be expected to remain enrolled in the program for which the transfer was granted.
- Sibling(s) who will be in attendance at the same school in the year following the submission of the ACR. Note: siblings are not automatically granted enrollment.

Once an ACR change is granted, it will not be necessary for parents/guardians to complete an ACR form annually. It is the expectation that a student will remain at the approved school for the duration of time at each educational level. When a student moves to the next educational level (i.e., elementary to middle school, or middle to high school), a new area change request will be necessary if the student desires to attend a school outside of their attendance area. If a student does not enroll in the ACR approved school when initially approved, the approval is considered void and the student must reapply should they wish to enroll at a later date. If a student unenrolls from their ACR approved school, the approval is considered void and the student must reapply should they wish to re-enroll.

Attendance Area Change for Activity or Athletic Participation

In competitive activities, which are governed by the Oregon School Activities Association (OSAA), eligibility will be determined by a review based on OSAA standards. Changes in attendance area may jeopardize OSAA eligibility. The district will not grant transfers based solely on athletic/activity considerations. Any student wanting to participate in an OSAA sport or activity should not begin practice until the ACR has been approved.

Procedures for Attendance Area Change Request

- To enable planning at the respective schools and to receive priority consideration, parent/guardians requesting a transfer should submit a completed ACR request by the district communicated deadline. Requests can be completed electronically or with a paper ACR form. A supplemental letter may be attached to further explain the specific reasons for the request.
- Requests received after the district communicated deadline, will be considered after all other requests have been evaluated.
- If approved, the receiving school will confirm the decision and schedule an appointment for the parent and student to meet with the appropriate school personnel to complete enrollment and placement. Every attempt will be made to complete notification by the first Friday after Winter Break in order to facilitate enrollment, scheduling, and planning.
- The receiving school will also notify appropriate district personnel to implement the change. i.e.: Transportation, Information Technology, etc.
- If an ACR is denied, a parent/guardian may request to have their student placed on a waiting list for consideration if space becomes available later in the year. Waiting lists will not be carried forward to the next year; a new request will be necessary.
- A parent/guardian may appeal an ACR denial, in writing, within 10 working days, to the Executive Director of Elementary, Middle or High School Programs, depending on the grade level of the student. The Executive Director will review the appeal and render a decision within 10 working days. If the parent/guardian is not satisfied with the decision of the Executive Director, they may appeal the decision, in writing, within 10 working days, to the Deputy Superintendent. The Deputy Superintendent will review the appeal and render a decision within 10 working days. The decision of the Deputy Superintendent shall be final.

Determining Residence

- For purposes of enrollment, the primary residence of the student must be used. If it is determined that some address other than primary residence has been used for obtaining access to a specific school, then all rights and privileges accorded through this district administrative regulation regarding the choice of school shall be forfeited.
- Students whose primary residence is within the Caldera High / La Pine High Choice Attendance Area, as defined by the district, have the option to enroll at Caldera High School or La Pine High School. Once a student has started at either Caldera High or La Pine High, that high school will be considered the student's home area high school. If a student who resides in the choice attendance area and who has started at either Caldera High or La Pine High would like to transfer to a different high school in the district, that student must follow the procedures for an Attendance Area Change Request as described above.
- Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, camping grounds or trailer parks due to lack of alternative accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a private or public place not designed for ordinary use as regular sleeping accommodations for human beings; are living in a car, park, public space, abandoned building, bus or train station or similar setting; will not be denied or delayed school enrollment due to lack of any document normally required for determining primary residence.
- Students who live outside of Bend-La Pine Schools' district attendance areas and wish to enroll the district are asked to follow the guidance set forth in JECB-AP: Admission of Non-Resident Students.

District Reference(s):

IGBHAB-AR: Choice Option Schools & Programs

JC-BP: School Attendance Areas

JEC-AP: Admission of Students

JECB-AP: Admission of Non-Resident Students

JECBD-AP: Homeless Students & Students in Foster Care

JECBD-AR: Homeless Students

Review Date: 10/16/00, 4/14/03, 3/2/09, 4/12/10,
1/13/12, 1/14/13, 2/8/16, 10/2/19, 8/4/20, 8/2021,
12/20/21, 7/19/2022

Approved: 1/22/99, 10/16/00, 4/14/03, 3/2/09,
4/19/10, 1/14/13, 2/13/14, 1/16/15, 2/8/16,
9/26/19, 7/24/20, 8/2021, 9/14/21, 8/9/2022



Admission of Resident Students

The Board is committed to providing an educational program for all students living in the district. The Board believes all students living in the district who have not completed 12 years of education should regularly attend a public full-time school regularly and be included in the available educational programs.

State law requires students to be age six on or before September 1 to enter first grade; and age five on or before September 1 to enter kindergarten. Students enrolled in the district shall comply with Oregon laws related to age, residence, health and immunization.

All new students must register. Students enrolled in the district shall comply with Oregon laws related to age, residence, health, attendance, and immunization.

Students located in the district shall not be excluded from admission solely because the student does not have a fixed, regular and adequate nighttime residence or solely because the student is not under the supervision of a parent/guardian.

Students located in the district shall not be excluded from admission where they are otherwise eligible, not receiving special education, and they have not yet attained the age of 19 prior to the beginning of the current school year.

The district may admit an otherwise eligible person who is not receiving special education and who has not yet attained 21 years of age prior to the beginning of the current school year if the person is shown to be in need of additional education to receive a high school diploma or a modified diploma.

The district shall admit an otherwise eligible person who has not yet attained age 21 prior to the beginning of the current school year if the student is receiving special education services and:

1. Has not yet received a regular high school diploma; or
2. Has received a modified diploma, an extended diploma, or a certificate of attendance.

Students living in the district who have attained the age of majority are considered residents of the district unless the student has transferred to another district via interdistrict transfer or open enrollment.

Minor students living with a parent or guardian who resides in the district are considered residents of the district unless the student has transferred to another district via interdistrict transfer or open enrollment.

Students who are in foster care¹ and who are placed in the district are residents of the district of origin, unless the court determines that attending in the district of residence is in the best interest of the student.

Students who are military children² are considered resident of the district, if the district is the district of military residence³ for the military child. Parents/guardians of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military orders.

¹ "Foster care" does not mean care for children whose parent or guardian voluntarily placed the child outside the child's home with a public or private agency and for whom the child's parent or guardian retains legal guardianship.

² "Military child" means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

³ "School district of military residence" means the school district in which 1) the family of a military child intends to reside as the result of a military transfer; or 2) if the school district in which the family intends to reside is unknown, the school district in which the military installation identified in the official military order is located.

Students whose parent or guardian voluntarily placed the child outside the child's home with a public or private agency and who is living in a licensed, certified or approved substitute care program, and whose residency is established pursuant to Oregon Revised Statute (ORS) 339.134.

School-age students who live within the district attendance area may attend school without paying tuition, except as provided below:

- 1.—Residents over age 19 who do not have a diploma may be admitted with the approval of the Superintendent and upon payment of tuition at the rate established by the Board.
- 2.—Students who turn 19 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.
- 3.—Students who are eligible for special education services are eligible for a free and appropriate public education until they are 21 years of age. Students eligible for special education services who turn 21 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.
- 4.—The district may charge tuition for supplemental kindergarten.
- 5.—The district may deny regular school admission to students who have become residents and who have been expelled from other school districts for offenses that do not constitute a violation of applicable weapons laws. The Board shall deny regular school admission to students who have become residents and who have been expelled from another school district for applicable weapons law violations.
- 6.—The Board may deny admission to district alternative education programs or programs combined with counseling to resident students expelled for violation of applicable weapons laws.

Definition of Residency

For the purposes of establishing residency within the district, a student will be considered a resident if he or she lives in a home of a parent, legal guardian, or person in parental relationship who is a resident of the district. A student's citizenship in the United States is not to be taken into account when determining residency, and the district will not request or require proof of a student's citizenship or status in the United States.

School Registration

Students will register at the school facility in the assigned attendance area in which they reside. Attendance areas are determined by the district. Students who reside in the district shall not be excluded from admission solely because the student does not have a fixed place of residence or solely because the student is not under the supervision of a parent.

Information required at the time of student registration includes the following:

- 1.—Completed Student Enrollment packet;
- 2.—Proof of age: birth verification document, such as a birth certificate, passport, baptismal record;
- 3.—Current immunization record (see JHCB-AR: Immunization of Students);
- 4.—Proof of current residential address*: examples include a tax statement, mortgage document, rental agreement, current utility bill;
- 5.—Parents' or legal guardian's name, addresses, and contact information;
- 6.—Two local emergency contact numbers to call if parents / guardians cannot be reached.

*Homeless students and students in foster care are immediately enrolled in and have full adequate opportunity to succeed in district schools. (See JECBD-AP: Homeless Students and Students in Foster Care)

Admission of Part-time Private School Students

The district reserves the right to accept/reject the part-time admission of private school students living in the district based upon the availability of space, resources, personnel, appropriate programs, and upon a positive review of both educational and behavioral records.

In the case of all requests for part-time admission of private school students to the district, the following administrative procedure will be followed:

- 1.—Principals will determine the number of part-time private school students that their respective programs can accommodate based on available space.
- 2.—Registration forms must originate through the school facility of the assigned attendance area in which they reside.

- 3.—Student educational and behavioral records will be obtained and reviewed prior to admission.
- 4.—Full-time district resident students will be given scheduling preference over cross-enrolled students.
- 5.—Only cross-enrolled school students who live within district boundaries will be considered for class enrollment. Students outside the district must go through the inter-district agreement process.
- 6.—Students who request to participate in extracurricular activities in grades 9-12 must meet eligibility requirements for programs administered by the Oregon School Activities Association.

END OF ADMINISTRATIVE POLICY

REVIEWED: 12/10/24
APPROVED:

POLICY / REGULATION CROSS REFERENCE

LEGAL REFERENCE

[ORS 327.006](#)
[ORS 336.092](#)
[ORS 339.010](#)
[ORS 339.115](#)

[ORS 339.125](#)
[ORS 339.133](#)
[ORS 339.134](#)
[ORS 433.267](#)

[OAR 581-022-2220](#)
[Senate Bill 802 \(2019\)](#)
[Senate Bill 905 \(2019\)](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 (2018).

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act (ESSA), 42 U.S.C. §§ 11431, 11434a (2012).

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**Definition of Residency**

For the purposes of establishing residency within the district, a student will be considered a resident if they live in a home of a parent, legal guardian, or person in parental relationship who is a resident of the district. A student's citizenship in the United States is not to be taken into account when determining residency, and the district will not request or require proof of a student's citizenship or status in the United States.

School Registration

Students will register for the school facility in the assigned attendance area in which they reside. Attendance areas are determined by the district. Students who reside in the district shall not be excluded from admission solely because the student does not have a fixed place of residence or solely because the student is not under the supervision of a parent.

Information required at the time of student registration includes the following:

1. Completed Student Enrollment packet;
2. Proof of age: birth verification document, such as a birth certificate, passport, baptismal record;
3. Current immunization record (see [JHCA/JHCB-AP: Immunization and School Sports Participation](#));
4. Proof of current residential address: examples include a tax statement, mortgage document, rental agreement, current utility bill;
5. Parents' or legal guardian's name, addresses, and contact information;
6. Two emergency contact numbers to call if parents / guardians cannot be reached.

The above requirements are subject to [JECBD-AP: Homeless Students and Students in Foster Care](#) in accordance with policies for enrollment of homeless students, students in foster care, and unaccompanied students.

Admission of Part-time Private School Students

The district reserves the right to accept/reject the part-time admission of private school students living in the district based upon the availability of space, resources, personnel, appropriate programs, and upon a review of educational records.

In the case of all requests for part-time admission of private school students to the district, the following administrative procedure will be followed:

1. The superintendent or designee will determine the number of part-time private school students that their respective programs can accommodate based on available space.
2. Registration forms must originate through the school facility of the assigned attendance area in which they reside.
3. Full-time district resident students will be given scheduling preference over cross-enrolled students.
4. Only cross-enrolled school students who live within district boundaries will be considered for class enrollment. Students outside the district must go through the inter-district agreement process.
5. Students who request to participate in extracurricular activities in grades 9-12 must meet eligibility requirements for programs administered by the Oregon School Activities Association.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 12/10/24

APPROVED:



INTERDISTRICT TRANSFER INTO BEND-LA PINE SCHOOLS

The district may admit nonresident students as follows:

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

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

Consent for Admission of a Nonresident Student by Interdistrict Transfer (IDT) or Consent for Admission of a Tuition Paying Student of School Boards

~~Non-resident students may be admitted to the district by the written consent of the Bend-La Pine Schools Board ("Board") and the school board of the district in which the student is a resident, as provided by ORS 339.133(5)(a). Such students become resident pupils of the district. Bend-La Pine Schools shall determine the length of the inter-district transfer approval subject to the requirement that non-resident students must reapply for admission to the district at the point of transition as described below; entitling the district to receive State School Fund distributions for the period of their admission and attendance.~~

~~Non-resident students admitted through this process must apply for admission at the point of entry and then reapply at the point of transition to middle and / or high school if they wish to continue to attend district schools. Non-resident students who reapply and receive joint approval are not guaranteed re-enrollment at their current school, nor are they guaranteed to follow the feeder path to the next school level from their current school.~~

~~The Board may decide to limit the number of non-resident students to whom consent is given each year. The Board shall determine whether to limit the number of students to whom consent is given by no later than June 1 of each school year, and the maximum number of non-resident students to whom consent will be given. If the number of students seeking admission under this process exceeds any limitations imposed by the Board, the Board will conduct an equitable lottery selection process. The Board may give priority to non-resident students who have siblings currently enrolled in a district school.~~

~~When considering whether to admit a non-resident student by giving consent, or whether to give consent to allow a resident student to be admitted by another school district, the District shall not consider or ask for any information from the student about race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, health, whether a student has an individualized education program (IEP) or, the terms of that IEP an individualized education program, identified as talented and gifted, income level, residence, proficiency in the English language, athletic ability, or academic records. The District may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.~~

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

Priority Considerations, in addition to the consideration of space and staffing available:

1. Desire to remain at a student's current school for the remaining years served at that school, if a student's primary residence changes to outside of the attendance area mid-year.
2. Timely submission of IDT form.
3. Parent/guardian is a current Bend-La Pine Schools staff member.
4. Sibling(s) currently enrolled in the district.
5. Student who attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school, and did not enroll and attend school in another district following completion of that highest grade in the public charter school.

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

When a student moves to the next educational level, i.e., elementary to middle school or middle to high school, a new interdistrict transfer request form will be necessary.

If the District decides not to give consent to a student the District must provide a written explanation to the parent/guardian.

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

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

~~When considering whether to admit a non-resident student by giving consent, the only information that the Board may request or require is the name, contact information, date of birth and grade level of the student, and information about whether the district may be prevented or otherwise limited from providing consent as provided by ORS 339.115(8). The Board shall not request or require any person to provide any of the following information related to the student prior to deciding whether to give consent to the student:~~

- ~~1.—Information about the student's race, religion, sex, sexual orientation, ethnicity, national origin, disability, health, the existence of an individualized education program, the terms of an individualized education program, income level, residence, proficiency in the English language or athletic ability.~~
- ~~2.—Academic records, including eligibility for or participation in a talented and gifted program or special education and related services.~~

~~When considering whether to admit a non-resident student by giving consent, the Board shall not request or require the student to participate in an interview, to tour any of the schools or facilities of the school district prior to the district school board deciding whether to give consent to the student. However, this policy shall not prevent a student from voluntarily touring any of the schools or district facilities or from requesting or receiving any information from a school or the district.~~

~~The Board shall deny regular school admission to non-resident students who are under expulsion from another district for a weapons policy violation. The Board may, based on district criteria, deny regular school admission to non-resident students who are under expulsion from another district for reasons other than a weapons policy violation, as provided by ORS 339.250.~~

The district does not provide transportation to/from school for students who reside outside of the Bend-La Pine Schools' attendance area unless required by law. Students may be allowed to use existing bus routes of the district if the Director of Transportation determines there is available room on a specific route.

Open Enrollment

Open Enrollment was enacted by the Oregon Legislature in 2011 through House Bill 3681, to create an additional enrollment option for students wishing to transfer between school districts. The Open Enrollment statute contained a sunset provision effective July 1, 2017.

Any student who has been given admission through the Open Enrollment process, prior to the sunset provision, is considered a resident for all educational programs and purposes, and remains a resident of the district until the student graduates from high school, is no longer required to be admitted to the school district under ORS 339.115, or enrolls in a school in a different district.

Students Paying Tuition

Non-resident students may be admitted to the district at the Board's discretion if the non-resident student pays tuition to the district. Neither the district nor the district where the student is a resident shall be eligible for State School Fund money for that student. Non-resident students and/or their parents or guardians shall petition the Superintendent or designee for admission on a tuition basis.

The Board shall establish tuition annually in a regular Board meeting. After approval of a petition for admission by the Superintendent, tuition shall be prepaid by the term or semester prior to enrollment. The Superintendent may reduce the period represented by the prepaid tuition if the parent or guardian of the student is establishing residence in the district before the beginning of the ensuing term. The district will require a tuition agreement to be signed by the district and the parent/guardian of the non-resident student, which will be filed with the district business office for billing and payment purposes.

Foreign Exchange Students

The district will accept exchange students from other nations on a J-1 Visa who reside within the district as participants in an exchange program officially recognized by the Board. Exchange students on a J-1 Visa are not required to pay tuition. Students on any other visa may not be enrolled. Students entering a district school as a foreign exchange student are admitted for a one-year period only.

Exchange students must comply with immunization requirements set forth in state law. Once admitted, exchange students become subject to all district policies and regulations governing students.

Exchange students are not eligible for participation in Expanded Options or for a Bend-La Pine Schools diploma unless they meet all graduation requirements.

The principal must approve foreign exchange students in the spring for the upcoming school year. Enrollment may be limited to a maximum of four students at Bend Senior High School, four students at Mountain View High School, four students at Summit High School, and two students at La Pine High School. The limitation shall be exclusive of community-based programs sponsored by local service clubs. Principals may approve admission of additional exchange students.

The district will waive tuition requirements and provide textbooks for approved foreign exchange students.

Referral from Juvenile Court

If a juvenile court determines it is in the student's best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

INTERDISTRICT TRANSFER OUT OF BEND-LA PINE SCHOOLS

The district offers a variety of programs and services designed to meet the individual needs of its students. Nevertheless, the Board recognizes there may be circumstances that arise in which a resident student may benefit from attendance in another public school in the state. Consequently, a student who resides within district boundaries may be released to attend school in another district that agrees to accept the student. The agreement will be by written consent of the affected school boards or designees whereby the student becomes a "resident student" of the attending district, allowing the attending district to receive State School Fund moneys. Any additional fees or tuition costs are the responsibility of the parent/guardian.

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

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

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

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

The superintendent shall establish procedures for the review of any student request to attend school in another district.

END OF ADMINISTRATIVE POLICY

REVIEWED: 1/24/12, 2/25/14, 2/15/16, 2/15/21, 12/10/24

APPROVED: 2/7/12, 3/11/14, 2/15/16, 3/2/21

POLICY / REGULATION CROSS REFERENCE

LEGAL REFERENCE

[ORS 174.100](#)
[ORS 327.006](#)
[ORS 329.485](#)
[ORS 335.090](#)
[ORS 109.056](#)
[ORS 332.107](#)

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

[ORS 433.267](#)
[OAR 581-021-0019](#)
[OAR 581-022-0705](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367.

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2015).

Every Student Succeeds Act of 2015, 20 U.S.C. §§ 7912.



INTERDISTRICT TRANSFER INTO BEND-LA PINE SCHOOLS

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

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

The amount of tuition will be established by the actual cost of service.

Consent for Admission of a Nonresident Student by Interdistrict Transfer

1. A parent/guardian must complete and submit an Interdistrict Transfer Request form to the resident school district.
2. Requests must be submitted within the timelines established by the district.
3. The parent/guardian will be notified of approval or denial.
4. Students receiving consent for admission may remain in the district until they move to the next educational level, i.e., elementary to middle school or middle to high school. Parents/guardians must submit a new application if the student desires to attend a district school at the next educational level.
5. If the student re-enrolls in their home district and wishes to subsequently seek a transfer back to Bend-La Pine Schools, they must re-apply for an interdistrict transfer at the next available window for submission.

Consent for Admission of a Tuition Paying Student

1. The request for admission must go through the office of the student’s regular attendance boundary school for approval.
2. Admission of students paying tuition will result in a mutual tuition agreement between the parties and will be filed with the business office for billing and payment control.
3. Students receiving consent for admission may remain in the district for the current school year. A new request for admission must be submitted each school year and is subject to the student’s account being in good standing.

INTERDISTRICT TRANSFER OUT OF BEND-LA PINE SCHOOLS

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

1. A parent/guardian will request the release of their student by completing the appropriate district form.
2. The completed form must be submitted to the district office.
3. The superintendent or designee will grant or deny the request for release and notify the parent/guardian in writing of the decision.

RECORD KEEPING

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

END OF ADMINISTRATIVE REGULATION

REVIEWED: 12/10/24

APPROVED:



ADMINISTRATIVE REGULATION**CODE: JECBA-AR****TITLE: ADMISSION OF EXCHANGE STUDENTS**

The superintendent or designee will accept exchange students from other nations on a J-1 Visa who reside within the district as participants in an exchange program officially recognized by the District. Exchange students on a J-1 Visa are not required to pay tuition. Students on any other visa may not be enrolled. Students entering a district school as a foreign exchange student are admitted for a one-year period only.

Exchange students must comply with immunization requirements set forth in state law. Once admitted, exchange students become subject to all district policies and regulations governing students.

The superintendent or designee must approve all requests for admission of exchange students. Approvals at each school are subject to space limitations.

Guidelines/Expectations for Exchange Students

1. Exchange students will be encouraged to participate in all student activities and will be eligible to participate in interscholastic athletics, provided academic and Oregon School Activities Association criteria are met.
2. Exchange students will be allowed to participate in all extracurricular activities available to them at the assigned school except where prohibited by restrictions of the international exchange program. All exchange programs shall make provisions for the payment and support of these costs associated with the students' participation in all phases of student activities.
3. Exchange students will be provided with similar instructional time as is provided to other resident students.
4. Exchange students are not guaranteed admission into such programs as Special Education, English as a Second Language, Expanded Options, nor shall the District pay for students to attend other schools or institutions of higher education.
5. School-related expenses shall be the responsibility of the exchange program and the host family. The student or host family shall pay for school lunches, admission to school activities, and commemorative items such as yearbook, graduation attire, and school ring.
6. Exchange students may be graded and evaluated academically with the same criteria as domestic students. Failure to make academic progress may result in termination of the international exchange. Credits will be granted for successfully completed course work.
7. Exchange students are expected to follow school policies and regulations. Violation may result in termination of the student's exchange status.
8. The Executive Director of High Schools, or designee, reserves the right to terminate attendance if the student does not comply with the high school academic/behavioral standards that apply to that student.
9. A high school diploma may be awarded at regular commencement exercises to all foreign exchange students who successfully meet the graduation requirements. Foreign exchange students may participate in the graduation ceremony subject to approval from the administration.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 12/10/24

APPROVED:



With the superintendent's approval, the district may grant the request of a resident student to attend another school in the district.

The following procedures will govern consideration of an intradistrict transfer/attendance area change request (ACR) by a parent/guardian for their student to attend a district school other than the one within the student's regular attendance boundary:

1. Submitting a Request:
 - a. To enable planning at the respective schools and to receive priority consideration, a completed ACR request should be submitted by the district communicated deadline. Requests can be completed electronically or with a paper ACR form. A supplemental letter may be attached to further explain the specific reasons for the request.
 - b. Requests received after the district communicated deadline will be considered after all other requests have been evaluated.
2. Priority Considerations, in addition to the consideration of space and staffing available:
 - a. Timely submission of ACR form
 - b. Parent/guardian is a current Bend-La Pine Schools staff member
 - c. Desire to remain at a student's current school for the remaining years served at that school, if a student's primary residence changes to outside of the attendance area mid-year.
 - i. If a student is requesting an ACR due to an upcoming relocation to a new attendance area, proof of future residence is required, i.e., rental agreement, copy of earnest money deposit, utility bill/agreement, etc.
 - d. Significant family and/or student circumstance and/or hardship of an educational, medical, financial, or personal nature that would be relieved by a change in attendance area. The circumstance or hardship to be relieved must be specified. At the elementary level this may include daycare.
 - e. Participation in a sequential program of studies where the program is not offered at the student's resident high school. Once transferred for reasons of a program of study, the student will be expected to remain enrolled in the program for which the transfer was granted.
 - f. Sibling(s) who will be in attendance at the same school in the year following the submission of the ACR. Note: siblings are not automatically granted enrollment.
3. Approved Requests:
 - a. The receiving school will confirm the decision and schedule an appointment for the parent/guardian and student to meet with the appropriate school personnel to complete enrollment and placement.
 - b. The receiving school will notify appropriate district personnel to implement the change, i.e., Information Technology, Special Education, ELL.
 - c. Parents/Guardians must provide transportation to the ACR approved school.
 - d. If a student does not enroll in the ACR approved school when initially approved, the approval is considered void and the student must reapply should they wish to enroll at a later date.
 - e. If a student unenrolls from their ACR approved school, the approval is considered void and the student must reapply should they wish to re-enroll.
4. Conditions and Duration of Transfer:
 - a. It is not necessary for the parent/guardian to complete an ACR annually.
 - i. It is the expectation that the student will remain at the approved school for the duration of time at that educational level.
 - b. When a student moves to the next educational level, i.e., elementary to middle school or middle to high school, a new area change request will be necessary if the student desires to attend a school outside of their attendance area.

5. Denied Requests:
 - a. A parent/guardian may request to have their student placed on a waiting list for consideration if space becomes available later in the school year. Waiting lists will not be carried forward to the next school year.
6. Appeals:
 - a. A parent/guardian may appeal an ACR denial, in writing, within 10 working days, to the superintendent or designee. The superintendent or designee will review the appeal and render a decision, in writing, within 10 working days. The decision of the superintendent or designee shall be final.

Activity and Athletic Participation

1. Students granted permission to attend a district school other than the school in their assigned attendance area will have the same curricular and extracurricular status as all other students attending the school, consistent with applicable Oregon School Activities Association (OSAA) rules.
2. Students may not sign up for or practice with athletic teams or other activity groups in the school they are requesting to transfer until the transfer is approved.
3. Recruitment of students by district employees is strictly prohibited.

Special Education and Public School Choice

The district will ensure that students with disabilities are provided a free appropriate public education (FAPE) in their approved school of choice, consistent with the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act. In offering choice to students with disabilities, the district may match the abilities and needs of a student with disabilities to the possible schools that have the ability to provide the student with FAPE.

Record Keeping

The District will maintain a file of all intradistrict transfer requests. A notation will be made on the student's electronic record in the student information system indicating the student is attending on an ACR.

END OF ADMINISTRATIVE REGULATION

REVIEWED: 12/10/24
APPROVED:

BEND - LA PINE SCHOOL DISTRICT NO 1
ADMINISTRATIVE REGULATIONS
CODE: JECBC-AR (orig code 4.3.1)
DATED: 08/24/93
REVISED: 01/14/97 March 1999
REVIEW DATE:
REVIEWED BY:

STUDENT TRANSFERS - HIGH SCHOOL ATHLETICS

Principals, athletic directors and coaches of the high schools in the district shall strictly enforce the rules established by the Oregon School Activities Association (OSAA), especially as those rules regulate participation in OSAA-sanctioned athletics by transfer students, non-resident students and resident students attending high schools outside of their attendance area.

Generally, a student may only participate in OSAA-sanctioned athletics for the high school in the attendance area where the student's parents or legal guardians reside. However:

1. A district student attending a high school other than the one in the attendance area where his/her parents or legal guardians reside shall not lose athletic eligibility if such attendance is consistent with Board policy JEC.
2. A non-resident student attending a district high school shall be eligible to participate in athletics if:
 - a. The student is from a foreign country and is attending school on a student visa;
 - b. Non-resident tuition is paid for the student, consistent with Board policy JEC.
 - c. The student is a non-resident high school student admitted pursuant to Administrative

Regulation JEC-AR, section four, Admission of Non-resident Students.

A non-resident student attending a district high school, consistent with the reciprocity authority established by Administrative Regulation JEC-AR, Admission of Students, is not eligible to participate in athletics without hardship eligibility granted by OSAA.

A student shall not lose eligibility to participate in athletics when the student moves with his/her parents or legal guardians or as the result of being a ward of the court. (The student and the student's parents or legal guardians "move" when they establish a residence with the intent to reside there indefinitely and terminate all occupancy of their prior residence.)

A student who misrepresents his/her residence status shall immediately become ineligible to participate in high school athletics during the period the student is attending a high school outside of his/her attendance area. Such misrepresentation includes, but is not limited to, giving the school an incorrect address, being untruthful about the permanence of a residence and being untruthful about living arrangements with persons other than the student's parents or legal guardians.